PROPOSAL TO MAKE INVESTMENT IN THE REPUBLIC OF THE UNION OF

MYANMAR

By

"**NC & MAGA CO.,LTD**"

"FOR PRECAST CONCRETE PRODUCTS/
POLE,PILE AND OTHERS BUSINESS"

UNDER THE REPUBLIC OF THE UNION OF MYANMAR FOREIGN
INVESTMENT LAW

သို့

ဥက္ကဋ္ဌ
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်
ရန်ကုန်

စာအမှတ်၊ NC & MaGa / MIC / 2015 (003)
နေ့စွဲ ၂၀၁၅ ခုနှစ် မေတ်လ ၂၀ ရက်

အကြောင်းအရာ။ ။NC & MaGa Co.,Ltd မှ ကွန်ကရစ်တိုင်များနှင့် ပိုင်လုံးများ ထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်းအား ဖက်စပ်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု ဥပဒေဖြင့် ဆောင်ရွက်ခွင့်ပြုပါရန် တင်ပြခြင်းကိစ္စ။

NC & MaGa Co.,Ltd မှ ကွန်ကရစ်တိုင်များနှင့် ပိုင်လုံးများ ထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်းအား ဖက်စပ်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် ဆောင်ရွက်ခွင့်ပြုပါရန် တင်ပြခြင်းကိစ္စရပ် နှင့်စပ်လျဉ်း၍ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်၏ **Proposal Assessment Team (PAT)** အစည်းအဝေးသို့ တင်ပြခဲ့ပြီးဖြစ်ပါသည်။

ယခုအခါ PAT အစည်းအဝေး၏ လမ်းညွှန်ချက်များ အတိုင်းပြန်လည်ပြင်ဆင်ပြီးဖြစ်ပါ၍ ကော်မရှင်သို့ ဆက်လက် တင်ပြနိုင်ရန်အတွက် ပြန်လည်ပေးပို့အပ်ပါသည်။

လေးစားစွာဖြင့်

ဦးတိုးလှိုင်
အဆိုပြုဒါရိုက်တာ

A.M.K and Associates (E.I.A consulting)
No.17,Banderpin Street,Kyimyindie Township,Yangon.

စာအမှတ်၊ ၊ AMK / EIA (28)

ရက်စွဲ ၊ ၊ ၁၃. ၃. ၂၀၁၅

သို့

ဥက္ကဌ

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

ရန်ကုန်မြို့၊

အကြောင်းအရာ၊ ၊ NC & MaGa Company Limitedအတွက် (IEE/EIA/EMP) အစီရင်ခံစာရေးသားခြင်း။

(၁) အထက်ပါကိစ္စနှင့်ပတ်သက်၍ NC & MaGa Company Limited ၏ မြေကွက်အမှတ် - S -2၊ ကျောက်တန်းစက်မှုဇုံ ဇရိယာ၊ မှန်ပြည်နယ်၊ မော်လမြိုင်မြို့နယ်ရှိ မြေဧရိယာ (၉.၆၆) ဧက (၃၉၀၉၂.၆၆၇ စတုရန်း မီတာ) ၌ ကွန်ကရစ်တိုင်များနှင့်ပိုင်လုံးများ (Pole & Pile)ထုတ်လုပ်ရန်အတွက် စက်ရုံတည်ဆောက်ခြင်း လုပ်ငန်းနှင့် အဆိုပါ ပစ္စည်းများထုတ်လုပ်မှု လုပ်ငန်းအတွက် အောက်ဖော်ပြပါ အစီရင်ခံစာများကို ကျွန်တော်များ AMK & Associates (EIA Consulting) မှ ၁၄. ၃. ၂၀၁၅ နေ့တွင် လုပ်ငန်းများ စတင်လုပ်ဆောင်လျက်ရှိပါသည်။

(က) ပတ်ဝန်းကျင်ဆိုင်ရာ ကနဦးလေ့လာခြင်း Initial Environmental Examination (IEE)

(ခ) ပတ်ဝန်းကျင်ထိခိုက်မှုဆိုင်ရာဆန်းစစ်ခြင်း Impact Assessment and Mitigation Measures

(ဂ) ပတ်ဝန်းကျင် ထိမ်းသိမ်းရေးဆိုင်ရာ စီမံထားရှိမှု အစီအစဉ်များပြုစုခြင်း Environmental Management Plan (EMP)

(၂) အဆိုပါ အစီရင်ခံစာများကို ၁၄. ၃. ၂၀၁၅ နေ့တွင် စတင်ဆောင်ရွက်မည်ဖြစ်ပြီး အဆိုပါ ရက်မှ (၁)လခွဲ အတွင်း ပြီးစီးအောင်ဆောင်ရွက်၍ ဆက်လက်တင်ပြသွားမည်ဖြစ်ကြောင်း တင်ပြအပ်ပါသည်။

လေးစားစွာဖြင့်-

Aung Myat Kyaw
Team Leader
A.M.K and Associaltes (E.I.A consulting)

မိတ္တူကို -
(၁) ရုံးလက်ခံ

A.M.K and Associates (E.I.A Consulting)
No.17, BanderPin Street, KyeeMyintDaing Township,
Yangon, Myanmar
Tel: + 95 9 516 2169
Email: joel[illegible]@gmail.com

Date: 17th March 2015

Received Letter

Well received advance payment 50% of the preparation of IEE/EMP report for MAGA Company on (16.3.2015) Tuesday. US$ 1250.00/

Received by,

Joey 17th March

Aung Myat Kyaw @ Joey

Team Leader

A.M.K and Associates (E.I.A consulting)
No.17,Banderpin Street,Kyimyindie Township,Yangon.

Invoice

Date : 24rd March, 2015

Attention : CEO

NC & MaGa Company Limited (Myanmar)

No.	Description	Total (USD)
1	Preparation of IEE/EMP report for Factory	2500.00
	Scope of work : - Primary/ Secondary data collection -Sample Collection -Report Preparation	
	Total	USD 2500.00

Remark : Advanced payment 50%

Submitted by,

Aung Myat Kyaw

Team Leader

A.M.K and Associaltes (E.I.A consulting)

12/Ka Ma Ta (Naing) 009480

Approved by,

NC & MaGa Co., Ltd

(Myanmar)

Tel: 0095-9-516269 | Email: joel0320@gmail.com | A.M.K

Chairman
Myanmar Investment Commission
Yangon

Date : 14 January 2015
Letter No : NC & Maga / MIC / 2015 (001)

Subject : Application for investment permit to produce **PRECAST CONCRETE PRODUCTS /POLE, PILE AND OTHERS**

Your Excellency,

Nippon Concrete Industries Co., Ltd. (NC) is a leading supplier of concrete products in Japan and it has contributed tremendously in building Japan of today stage with its **PRECAST CONCRETE PRODUCTS/POLE, PILE AND OTHERS** products. NC has made astonishing technical progress producing innovation and a steady track record in a wide range of concrete fields, such as piles, walls and precast products and we hold ISO 9001:2008 and certificate for Japanese Industrial Standard (Annex-A).

NC also focused its efforts in low environmental impact construction methods, such as methods which minimize noise and vibration, contributing to the construction of infrastructures that support rich living environments and comfortable urban spaces. Now led by our commitment to superior quality and leading edge technologies, Nippon Concrete Industries are continuing to push forward, together with the unlimited possibilities offered by concrete.

Brining that technology, NC would like to invest in Myanmar making joint venture with Maga Manufacturing Co., Ltd. (a Myanmar company who is also one of the most distinguished producers and suppliersof concrete products in Myanmar) for the project to produce concrete products with an investment amount of US$ 6 million to be contributed at the ratio of 60:40 respectively by forming a joint venture company namely **NC & Maga Co., Ltd.**

Our production facilities will be constructed on 9.66 acres land in Mawlamyine industrial zone. Primary logistical arrangement will be by barge to be berthed at the jetty in the site and loading will be by installed overhead crane as described in attached Annex-B. Secondary logistical option will be by road transportation as shown in Annex-C.

Our product will be pole and pile (detailed specification of which describe in Annex-D) which will become reliable component for developing infrastructure across the countryas electric power distribution system needs durable and sustainable facilities whilein the case of growing needs of high –rise buildings, reliable spun piles foundation is indispensable.

While our investment in this phase has capacity to produce 9000 unit poles and 9000 unit piles in a year, we have plan to expand capacity and diversity of products depending on the need of market.

Our project will bring forth the benefit including but not limited to the followings:

- Availing customized durable and sustainable poles for power distribution system
- Availing customized spun piles for high-rise building, overhead lanes, bridges

- Availing products with low environmental impact construction methodsminimizing noise and vibration,
- Availing products that support rich living environments and comfortable urban spaces.
- Technology transfer in foreign-Myanmar joint venture company
- Creation of employment opportunities for people in Mawlamyine region
- Following documents are also attached in support of our application:-

		Form I
-	Annex A	Certificates for Technical Credibility
-	Annex B	Logistical arrangement – primary option
-	Annex C	Logistical arrangement – secondary option
-	Annex D	Specification of products
-	Annex E	List of directors and executives together with their NRC/Passport copies
-	Annex F	Name of shareholders and shares holding ratio
-	Annex G	Projection statement
-	Annex H	Land Lease Agreements, Drawing and Layout
-	Annex I	Joint Venture Agreement
-	Annex J	EMP
-	Annex K	Labor welfare plan
-	Annex L	Fire Protection
-	Annex M	References for business and financial standing

Together with application for investment permit, we are applying for exemptions and relief specified in Section 27 of the Union of Myanmar Foreign Investment Law covering the following;

(a) income tax exemption for a period of five consecutive years including the year of commence ment on commercial scale to any business for the production of goods or services, moreover, in c ase where it is beneficial to the Union, income tax exemption or relief for suitable period depending upon the success of the business in which investment is made;

(b) exemptions or reliefs from income tax on profits of the business if they are maintained for re-investm ent in a reserve fund and re-invested therein within 1 year after the reserve is made;

(c) right to deduct depreciation from the profit, after computing as the rate of deducting deprecia tion stipulated by the Union, in respect of machinery, equipment, building or other capital assets used in t he business for the purpose of income tax assessment;

(d) if the goods produced by any manufacturing business are exported, relief from income tax up to 50 p ercent on the profits accrued from the said export;

(e) right to pay income tax on the income of foreigners at the rates applicable to the citizens residing wit hin the Union;

(f) right to deduct expenses from the assessable income, such expenses incurred in respect of research and development relating to the business which are actually required and are carried out within the Union;

(g) right to carry forward and set-off the loss up to 3 consecutive years from the year the loss is actually sustained within 2 years following the enjoyment of exemption or relief from income tax as contained in sub-section (a), for each business;

(h) exemption or relief from custom duty or other internal taxes or both on machinery, equipment , instruments, machinery components, spare parts and materials used in the business, which are im ported as they are actually required for use during the period of construction of business;

(i) exemption or relief from customs duty or other internal taxes or both on raw materials imported for pr oduction for the first three-year after the completion of construction of business;

(j) if the volume of investment is increased with the approval of the Commission and the origina l investment business is expanded during the permitted period, exemption or relieffromcustomduty orothe r internal taxes or both on machinery, equipment, instruments, machinery components,spare parts and mat erials used in the business which are imported as they are actuallyrequiredfor use in the business expande d as such;

Faithfully yours,

U Toe Hlaing
The Promoter

ပြည်ထောင်စု သမ္မတ မြန်မာနိုင်ငံတော်အတွင်း နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု ပြုလုပ်ရန် ကမကထ ပြုသူ၏ ဆောင်ရွက်ရန် အဆိုပြုချက်

PROPOSAL OF THE PROMOTER TO MAKE FROREIGN INVESTMENT IN THE REPUBLIC OF THE UNION OF MYANMAR

Form (I)

PROPOSAL OF THE PROMOTER TO MAKE FOREIGN INVESTMENT IN THE UNION OF MYANMAR

To

Chairman,
Myanmar Investment Commission,

Reference No.NC&Maga/MIC/2015 (002)
Date January 2015

I wish to make investment in the Union of Myanmar in accordance with the Union of Myanmar Foreign Investment Law, and I herewith apply for permission furnishing the following particulars-

1. Promoter's -

(a)	Name	**U Toe Hlaing**
(b)	Father's name	**U Kyin Hlaing**
(c)	ID No./ National registration Card No./ Passport No.	**12/OuKaTa (N) 031772**
(d)	Citizenship	**Myanmar**
(e)	Address	
	(i) Address in Myanmar	**No.(8) Thirimingalar Street-19 East Ywama Ward, Insein Township, Yangon.**
	(ii) Residence abroad	
(f)	Name of principal organization	**MaGa Manufacturing Company Limited**
(g)	Type of business	**Manufacturing**
(h)	Principal company's address	**Lot No. 104, Wat Ma SoutWinhtauk Street, HlaingTharyarIndustrial Zone (4), HlaingTharyar Township, Yangon region, Myanmar.**

2. If investment is to be made by joint-venture, the particulars of the persons wishing to participate in the Joint-Venture with the promoter-Partner 1

(a)	Name	**Mr. Shinji Tsuchida**
(b)	Father's name	**Mr. Masaya**
(c)	ID No./ National registration Card No./ Passport No.	**JAPAN, Passport No. TK4068669**
(d)	Citizenship	**Japan**
(e)	Address	
	(i) Address in Myanmar	

(ii) Residence abroad	**Room No.1201, 27-11 Kamata 5 chome, Ota-ku, Tokyo,Japan**
(f) Name of principal organization	**Nippon Concrete Industries Co., Ltd.**
(g) Type of business	**Manufacturing**
(h) Principal company's address	**NC Shibaura Bldg., 6-14 Shibaura 4-chome, Minato-ku, Tokyo 108-8560 Japan.**

Remark: The following documents need to attach according to above paragraph (1) and (2).

(1) Company Registration Certificate (Copy);
(2) National Registration Card (Copy) and Passport (Copy);
(3) Evidence about the business and financial conditions of the participant of the participants of the proposed investment business.

3. Type of business in which investment is to be made-

(a) Production	**Precast Concrete Products / Pole, Pile and Others**
(b) Services business related with manufacturing	-
(c) Services	-
(d) Others	-

Remark: Expression about the nature of business with regard to the above paragraph (3).

4. Type of business organization to be formed-

(a) One hundred Percent	
(b) Joint venture (i) Foreigner and Citizen:	**1) Japan: 60%** **Nippon Concrete Industries Co., Ltd.** **2) Myanmar: 40%** **Ma Ga Manufacturing Company Ltd.**
(ii) Foreigner and Government Department/ Organization:	
(c) By contractual basis (i) Foreigner and Citizen:	
(ii) Foreigner and Government Department/ Organization:	

Remark: The following information needs to attach for the above paragraph (4):-

(i) Share ratio for the authorized capital from abroad and local, names, citizenship, addresses, and occupations of directors;

(ii) Joint-Venture Contract (Draft) and recommendation ofthe Union Attorney GeneralOffice if the investment is related with the State.

(iii) Contract (Agreement) (draft)

5. Particulars relating to company incorporation-

(a)	Authorized capital	**US$ 10 million**
(b)	Types of shares	**Ordinary (US$ 100/ share)**
(c)	Number of shares	**100,000**

Remark: Memorandum of Association and Articles of Association of the Company shall be submitted with regard to above paragraph 5.

6. Particulars relating to capital of the investment permit-

		US$	*Equ: US$*	*Total Equ: US$*
(a)	Amount of local capital to be contributed		**2,400,000**	**2,400,000**
(b)	Amount of foreign capital to be brought in	**3,600,000**		**3,600,000**
	Total	**3,600,000**	**2,400,000**	**6,000,000**

(c)	Annually or period of proposed capital to be brought in	**From construction period to 3rd year of operation**
(d)	Last date of capital brought in	**5 years from date of MIC permit (construction 1.5 years + investment in 3 years)**
(e)	Proposed duration of investment	**Initial 30 years (extendable and renewable for another 10 years 2 times)**
(f)	Commencement date of construction	**As soon as after receiving investment permit**
(g)	Construction period	**1.5 years**

Remark: Describe with annexure if it is required for above Para 6(c).

7. Details of foreign capital to be brought in-

		Equity
(a)	Value of Machineries & equipment to be imported (to enclose detail statement)	**1,853,100**
(b)	Cranes, loader and forklift	**110,000**
(c)	Raw revolving fund	**1,044,400**
(d)	Working capital	**592,500**
(e)	Value of rights which can be evaluated, such as license trade mark, patent rights	
(f)	Value of technical know-how	
	Total	**3,600,000**

Remark: The value of permission shall be submitted for the above para (e) and (f).

8. Details of local capital to be contributed --

		Equ US$
(a)	Amount of cash for working capital	**1,363,100**
(b)	Value of machineries and equipment (to enclose detail statement)	
(c)	Building	**1,036,900**
(d)	Cost of building construction	
(e)	Value of initial raw materials requirement (to enclose detail statement)	
(f)	Others	
	Total	**2,400,000**

9. Particulars about the investment business-

	Investment location/ places	**Industrial zone, Mawlamyine, Mon State**
m(b)	Type and area requirement for land or land and building	
	(i) Location	**Industrial zone, Mawlamyine, Mon State**
	(ii) Number of land/ building and area	**- 9.66 acres (39,094.02 m2) – Annex G-3**

(iii) Owner of the land	
(aa) Name/ Company/ Department	**MaGa Manufacturing Co., Ltd.**
(bb) National Registration Card No.	**Myanmar (445 / 2004 – 2005)**
(cc) Address	**Lot No. 104, Wat Ma SoutWinhtauk Street, Hlaing Tharyar Industrial Zone (4), HlaingTharyar Township, Yangon region, Myanmar.**
(iv) Type of land	**Industrial land**
(v) Period of Grant	
(vi) Lease period	**Initial 30 years (extendable and renewable for another 10 years 2 times)**
(vii) Lease rate	-
(aa) Land	**US$ 2.5/m2/ year**
(bb) Building	-
(viii) Ward	-
(ix) Township	**Kyauktan Industrial Area**
(x) State/ region	**Mon State**
(xi) Lessee	
(aa) Name/ Name of company/Dept	**NC &MaGa Co., Ltd.**
(bb) Father's name	-
(cc) Citizenship	**Company incorporated in Myanmar**
(dd) ID No./ Passport No.	-
(ee) Residence address	**Plot No. S.2, Kyauk Tan Industrial Area, Mawlamyine, Mon State.**

Remark : Following particulars have to be enclosed for above Para 9 (b).

(i) to enclose land map, land ownership and ownership evidences;

(ii) draft land lease agreement, recommendation from Union Attorney General Office if the land is related to the State

(c)	Requirement of building to be constructed;	
	(i) type/ number, building	**Annex G-3**
	(ii) area	**9.66 acres**
(d)	Product to be produced/ Service	
	(1) Name of product	**Precast Concrete Products /Pole, Pile And Others**
	(2) Estimate amount to be produced annually	**Annex G-7**
	(3) Type of service	-
	(4) Estimate value of service annually	-

Remark: Detail list shall be enclosed with regard to the above para 9 (d).

(e)	Annual requirement of material/ raw materials	**Annex G-6**

(f)	Production system	**System of Nippon Concrete Industries Co., Ltd. (JIS - Standard)**
(g)	Technology	**At the standards of Nippon Concrete Industries Co., Ltd.**
(h)	System of sales	
(i)	Annual fuel requirements (to prescribe type/quantity)	**60,000Liter(16,000 galon)**
(j)	Annual electricity requirement	**2,000,000Kw**
(k)	Annual water requirement (to prescribe daily requirement, if any)	**18,500,000Liter**

10. Detail information about financial standing

(a)	Name/ company name	**Nippon Concrete Industries Co., Ltd.**
(b)	ID No./ Registration Card No./ Passport No.	**No.0104-01-022551**
(c)	Bank account number	**No.5248516 The Bank of Tokyo-Mitsubishi UFJ,Ltd. Shimbashi Branch**

Remark: To enclose bank statement from resident country or annual audit report of the principal company with regard to the above para 10.

11. Number of personnel required for the proposed economic activity:-

(a)	Local personnel	**Annex G-3**
(b)	Foreign personnel	**Annex G-3**

(Engineer, QC, Management, etc. based on the nature of business and required period)

Remark: As per Para 11, the following information shall be enclosed:-

(i) Number of personnel, occupation, salary, etc.

(ii) Social security and welfare arrangement for personnel

(iii) Family accompany with foreign employee

12. Particulars relating to economic justification-

		Foreign Currency	*Estimated Kyat Equivalent*
(a)	Annual income	**Annex G-7**	
(b)	Annual expenditure	**Annex G-9**	
(c)	Annual net profit	**Annex G-9**	
(d)	Yearly investments	**Annex G-1**	
(e)	Recoupment period	**Annex G-10**	
(f)	Other benefits (to enclose detail calculations)	**In Application for investment permit**	

13. Evaluation of environmental impact-

(a)	Organization for evaluation of environmental assessment	Nippon Concrete and MaGa
(b)	Duration for evaluation of environmental assessment	6 months
(c)	Compensation programmer for environmental damages	Not applicable
(d)	Water purification system and waste water treatment systems	Attached EMP
(e)	Waste management systems	Attached EMP
(f)	System for storage of chemical	Not applicable

14. Evaluation on social impact assessment-

(a)	Organization for evaluation of social impact assessments;	Nippon Concrete and Maga
(b)	Duration of the evaluation for social impact assessments;	6 months
(c)	Corporate social responsibility program	At the standard of Nippon Concrete

Signature

Name **U Toe Hlaing**

Designation. **Promoter**

Corporate Social Responsibility Program of NC & MaGa Co., Ltd.

For NC & MaGa Co., Ltd.,We will provide based on our parent company experience and needs of area where we operate. We have allocated 2% on net profit after tax for spending in CSR activities and areas to be spent are targeted as follows:

(1) 50% of CSR fund will be used for promoting education services around the region.

(2) 50% of fund the will be promote public health services around the region.

Best Regards

U Toe Hlaing
The Promoter

Annex-A

To

Chairman

Myanmar Investment Commission

Yangon

Date: January 2015

Subject: :Undertaking Letter

This letter is to inform you that in accordance with the Myanmar Foreign Investment Law. We, "**NC & MaGa Co., Ltd**" agree to pay the prescribed Income Tax, if the total amount salary of the workers exceed Two Million Kyat.

With best regards,

U Toe Hlaing

The Promoter

ISO 9001
マネジメントシステム登録証

発行日
２０１４年4月１５日

JSA
QMS
MS
JAB
CM001

登録番号
ＪＳＡＱ ８２５

登録者名および所在地

日本コンクリート工業株式会社

東京都港区芝浦四丁目６番１４号　ＮＣ芝浦ビル

審査の結果、貴組織の品質マネジメントシステムが、
ＪＩＳ Ｑ ９００１:2008, ＩＳＯ ９００１:2008 に
適合していることを確認しましたので、登録します。

登録条件

ＩＳＯ９００１マネジメントシステム登録証付属書 ＪＳＡＱ ８２５－９による。

登録日	更新日	有効期限
2000年6月16日	2012年6月16日	2015年6月15日

一般財団法人 **日本規格協会**

理事長　揖斐敏夫

理事　高久昇

連絡先：一般財団法人 日本規格協会 審査登録事業部 東京都港区三田3丁目13番12号 Tel：03-4231-8575 Fax：03-4231-8681

ISO 9001
マネジメントシステム登録証付属書

発行日
２０１４年４月１５日

付属書番号
ＪＳＡＱ ８２５−９

登録者名

日本コンクリート工業株式会社

貴組織の登録条件は下記の通りです。

適用規格

ＪＩＳ Ｑ ９００１:2008，ＩＳＯ ９００１:2008

登録範囲

①コンクリート製ポール・パイル・ブロックの設計・開発、製造及び施工、
その他材料（ＵＦＣ）を使用したブロック等の設計・開発及び製造
②深層地盤改良工事及び基礎杭工事の設計・開発及び施工
③鋼管ポール、土木・建築用二次製品の販売及び設計並びに施工

登録経緯

登録日	更新日	改定日
2000年6月16日	2012年6月16日	2014年4月8日

その他

マネジメントシステム登録維持管理遵守事項に従うこと。
登録場所の詳細情報は品質マネジメントシステム登録情報による。

一般財団法人 **日本規格協会**

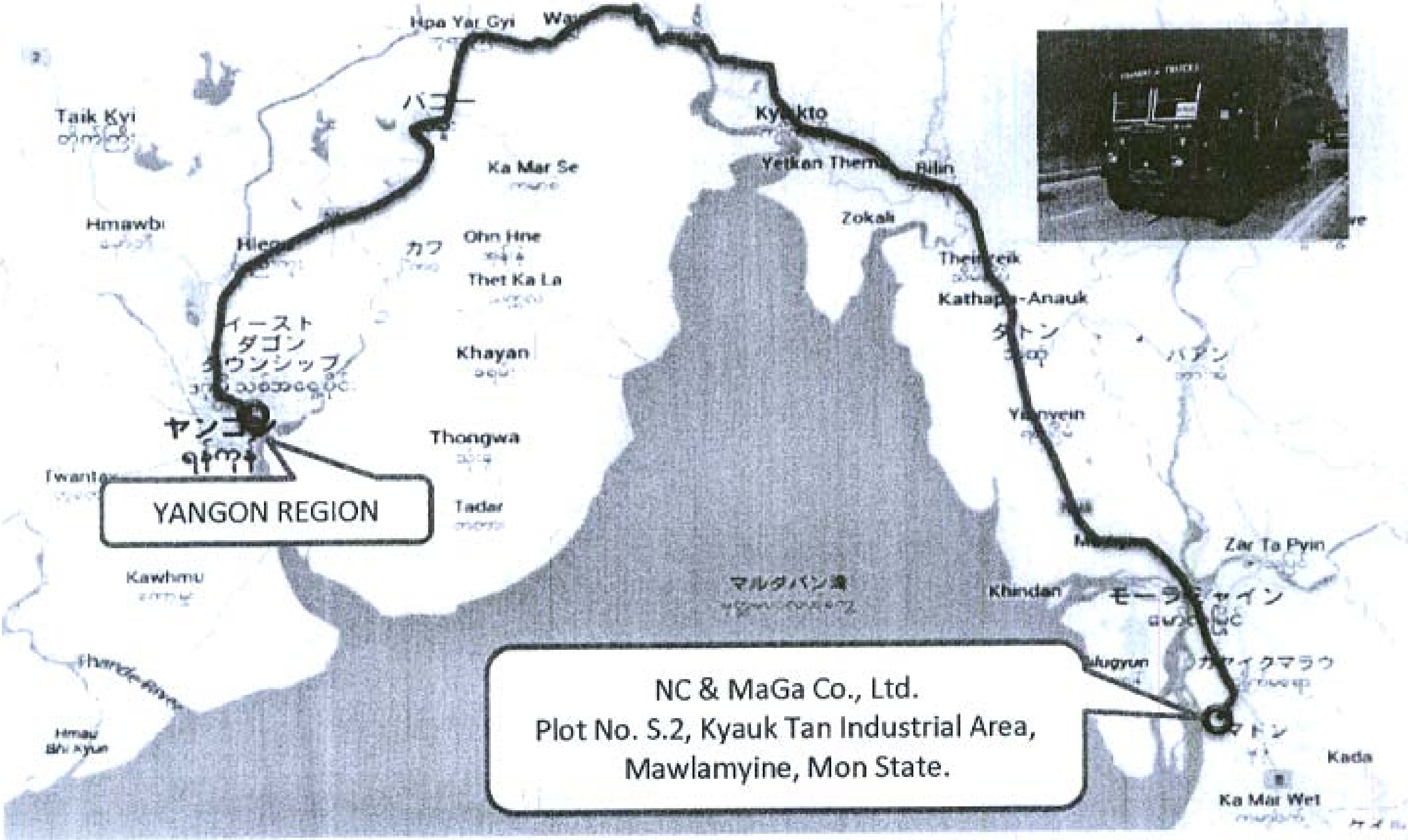
MS 判定委員会 委員長

𠮷田隆一郎

Annex-B

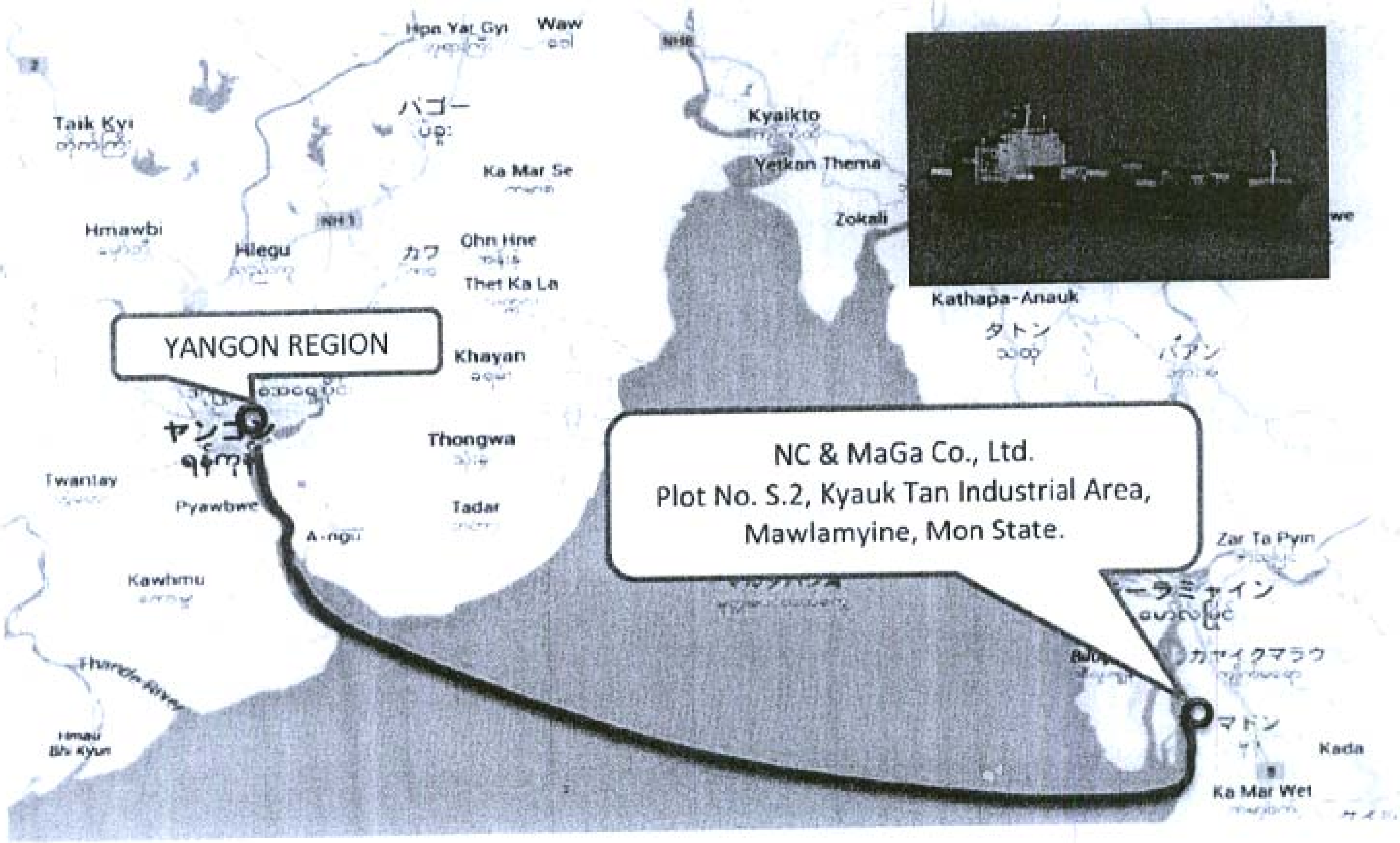
LOGISTICAL ARRANGEMENT : PRIMARY OPTION

SHIPPING ROUTE VIA "OVERLAND FREIGHT" FROM MAWLAMYINE TO YANGON REGION



LOGISTICAL ARRANGEMENT : SECONDARY OPTION

SHIPPING ROUTE VIA "OCEAN FREIGHT" FROM MAWLAMYINE TO YANGON REGION



Annex-D

PRECAST CONCRETE PRODUCTS: "PILE"

Products to be mined in the ground to support upper structures such as bridge's pillar, road and building.



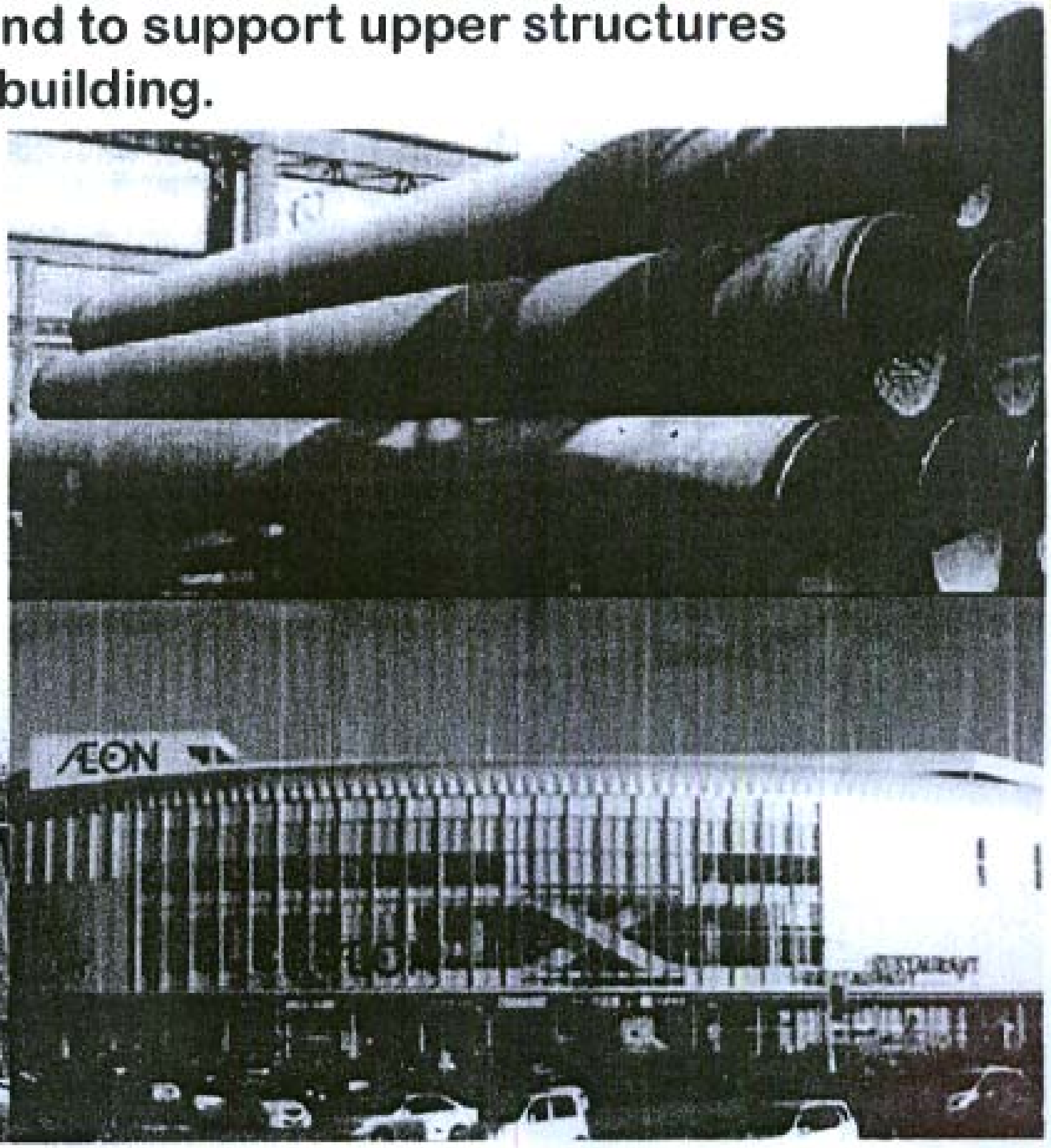
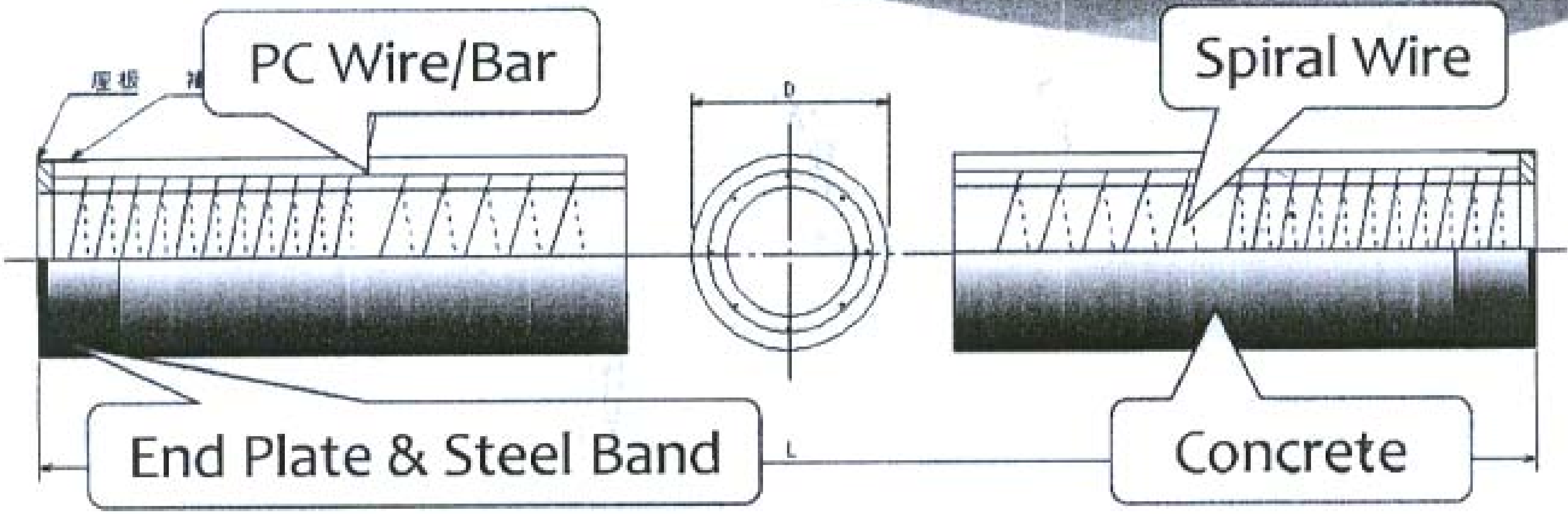
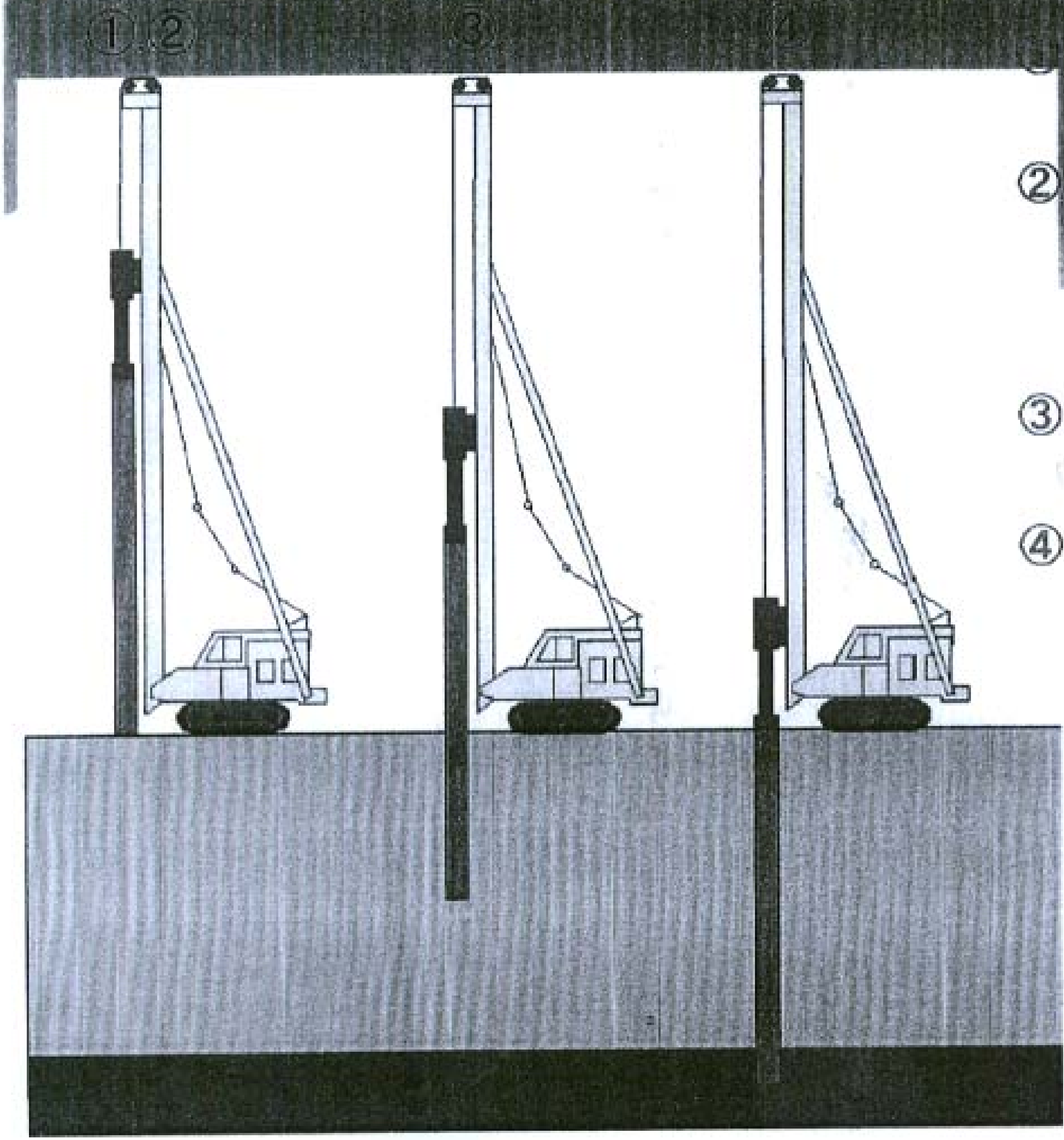


FIGURE of "PILE"



- External Diameter : φ400mm-φ800mm.
- Production Amount of PHC piles : 95% of Concrete Piles Total recently.
- Design Compressive strength of Concrete : 80 N/mm2
- Compressive stress (Pre-stress) is given to the Concrete by PC-wire /bar stressed axially in the manufacturing process.
- According to the force to be introduced, various class of Piles (Class-A, B and C) are available.

INSTALLATION METHOD ①: Direct drive method



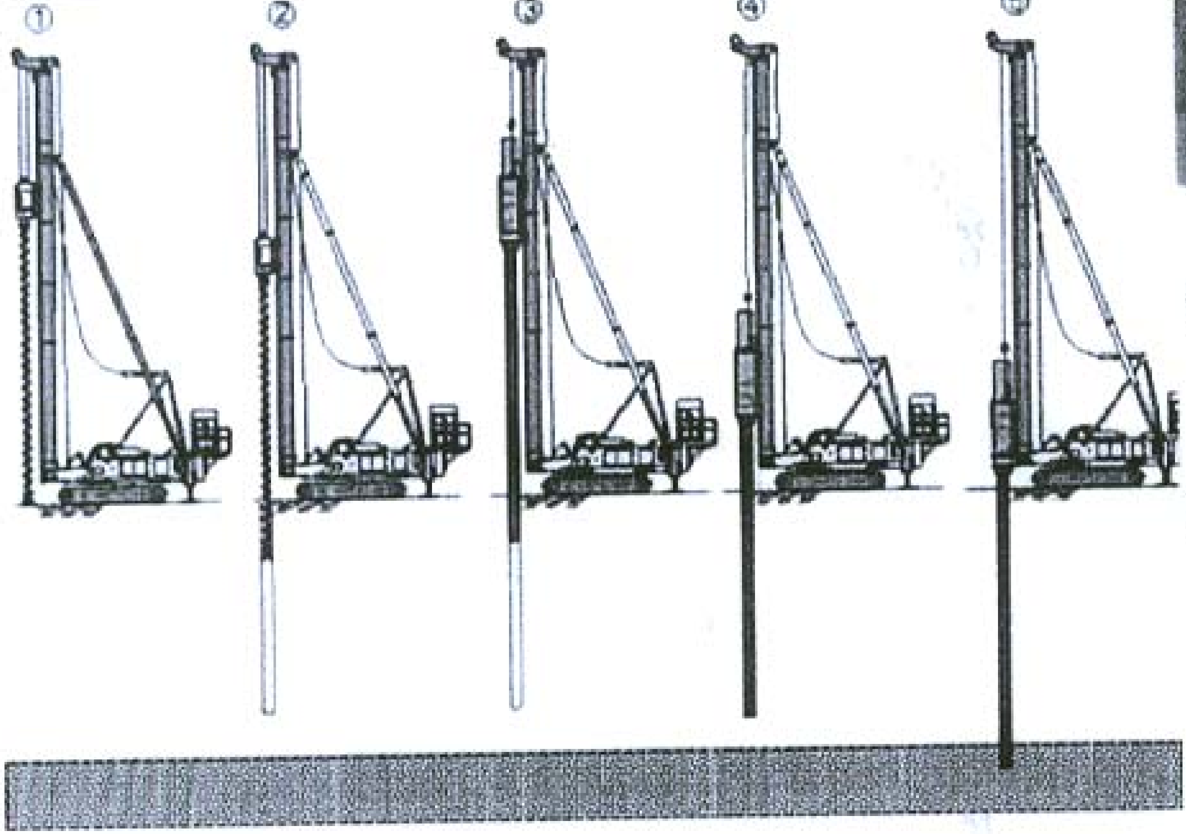
① [illegible]

② Hammer Cap will be put on the pile head, and the vertical angle will be checked to be square.

③ Drive the piles with hammer.

④ Bearing capacity is presumed by the scale of intrusive or rebound per stroke, and installation will be completed in the point that specified bearing capacity was presumed to be obtained.

INSTALLATION METHOD ②:
Pre-boring & Direct drive method



① [illegible] the center of the pile to be installed and confirm its verticality in advance.

② Excavating to the specified depth and withdraw the earth- auger upward.

③ Set the pile into the hall excavated and put a hammer-cap onto the pile. Check the verticality.

④ Drive the pile with hammer.

⑤ Before completing the driving, record the penetration and rebound test results to confirm that the support obtained is good enough.

2014.7.25

NC&MaGa、Spun PC-Pile、Standard Specification

Outer Dia. D (mm)	Wall Thick. T (mm)	Length L (m)	Class	PC-Wire: Radius of Wire Arrangement Center (mm)	PC-Wire: Dia (mm)	PC-Wire: Nos. (pcs)	PC-Wire: Section Area A_p $\times 10^2$ (mm^2)	Spiral-Wire: Dia (mm)	Spiral-Wire: End-Cage Length L_{sa} (mm)	Spiral-Wire: End-Cage Pitch (mm)	Spiral-Wire: Center-C Pitch (mm)	Cross Sectional-Area: Concrete A_c $\times 10^2$ (mm^2)	Cross Sectional-Area: Conversion A_e $\times 10^2$ (mm^2)	Geometrical Moment of Inertia: Concrete I_c $\times 10^6$ (mm^4)	Geometrical Moment of Inertia: Conversion I_e $\times 10^6$ (mm^4)	Converted Section Modulus Z_e $\times 10^3$ (mm^3)	Geomet. Moment of Area S_e $\times 10^3$ (mm^3)	Effective Prestress (design) σ_{ced} (N/mm^2)	Effective Prestress (standard) σ_{ce} (N/mm^2)	Design Bending Moment (N=0kN): Cracking M_{cr} (kN·m)	Design Bending Moment (N=0kN): Ultimate M_u (kN·m)	Design Shearing Force (N=0kN): Short Term Allow. Q_a (kN)	Design Shearing Force (N=0kN): Crack. Q_{cr} (kN)
400	75	6~15	A	165	7.1	10	4.00	3 or more	1000	50	100	766	782	1,066	1,087	5,435	4,031	4.1	4.0	54.4	87.9	107	174
			B		10.0	10	7.85						797		1,108	5,540		8.1	8.0	77.6	140.5	144	224
			C		11.2	10	10.00						806		1,119	5,595		10.1	10.0	89.5	185.5	160	247
500	100	6~15	A	215	10.0	7	5.50	3 or more	1400	50	100	1,257	1,279	2,670	2,721	10,880	8,167	3.9	4.0	108.8	157.9	176	287
			B		10.0	14	10.99						1,301		2,772	11,090		7.7	8.0	155.3	290.3	237	369
			C		11.2	14	14.00						1,313		2,800	11,200		9.7	10.0	179.2	357.8	264	406
600	110	6~15	A	260	10.0	10	7.85	4 or more	1400	50	100	1,693	1,724	5,338	5,444	18,150	13,430	4.0	4.0	181.5	247.8	235	384
			B		10.0	20	15.70						1,756		5,550	18,500		7.9	8.0	259.0	502.0	318	494
			C		11.2	20	20.00						1,773		5,609	18,700		9.9	10.0	299.2	609.7	354	544

Steel End Plate — Standard Type

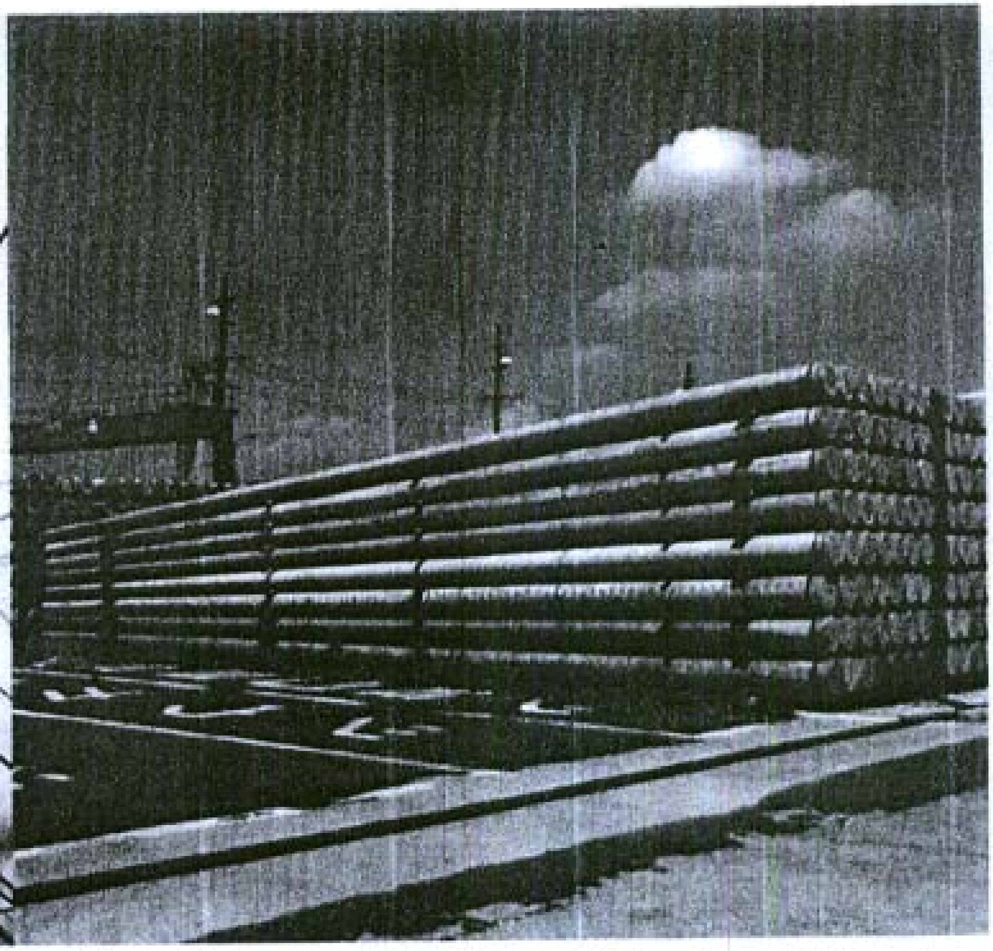
Outer Dia. D (mm)	Wall Thick. T (mm)	Length L (m)	Class	Plate Thick. ts1 (mm)	Dimension of Welding Grove: d1 (mm)	Dimension of Welding Grove: l1 (mm)	Steel Band TYPE I: t1 (mm)	TYPE I: h1 (mm)	TYPE I: Shape	TYPE I: Grade	TYPE I: Welding Type	Steel Band TYPE II: t2 (mm)	TYPE II: H2 (mm)	TYPE II: Shape	TYPE II: Grade	TYPE II: Welding Type
400	75	6~15	A	12	9.5	4.0	1.6	100	w/ Ditch Pattern	SS400	Fillet Weld	—	—	—	—	—
			B	16	9.5	4.0	1.6	100	Ditto	SS400	Ditto	2.3	150	w/ Ditch Pattern	SS400	Fillet Weld
			C	19	9.5	4.0	1.6	100	Ditto	SS400	Ditto	2.3	150	Ditto	SS400	Ditto
500	100	6~15	A	16	11.0	4.4	1.6	150	Ditto	SS400	Ditto	—	—	—	—	—
			B	16	11.0	4.4	1.6	150	Ditto	SS400	Ditto	2.3	200	Ditto	SS400	Ditto
			C	19	11.0	4.4	1.6	150	Ditto	SS400	Ditto	2.3	200	Ditto	SS400	Ditto
600	110	6~15	A	16	12.0	4.7	1.6	150	Ditto	SS400	Ditto	—	—	—	—	—
			B	16	12.0	4.7	1.6	150	Ditto	SS400	Ditto	2.3	200	Ditto	SS400	Ditto
			C	19	12.0	4.7	1.6	150	Ditto	SS400	Ditto	2.3	200	Ditto	SS400	Ditto

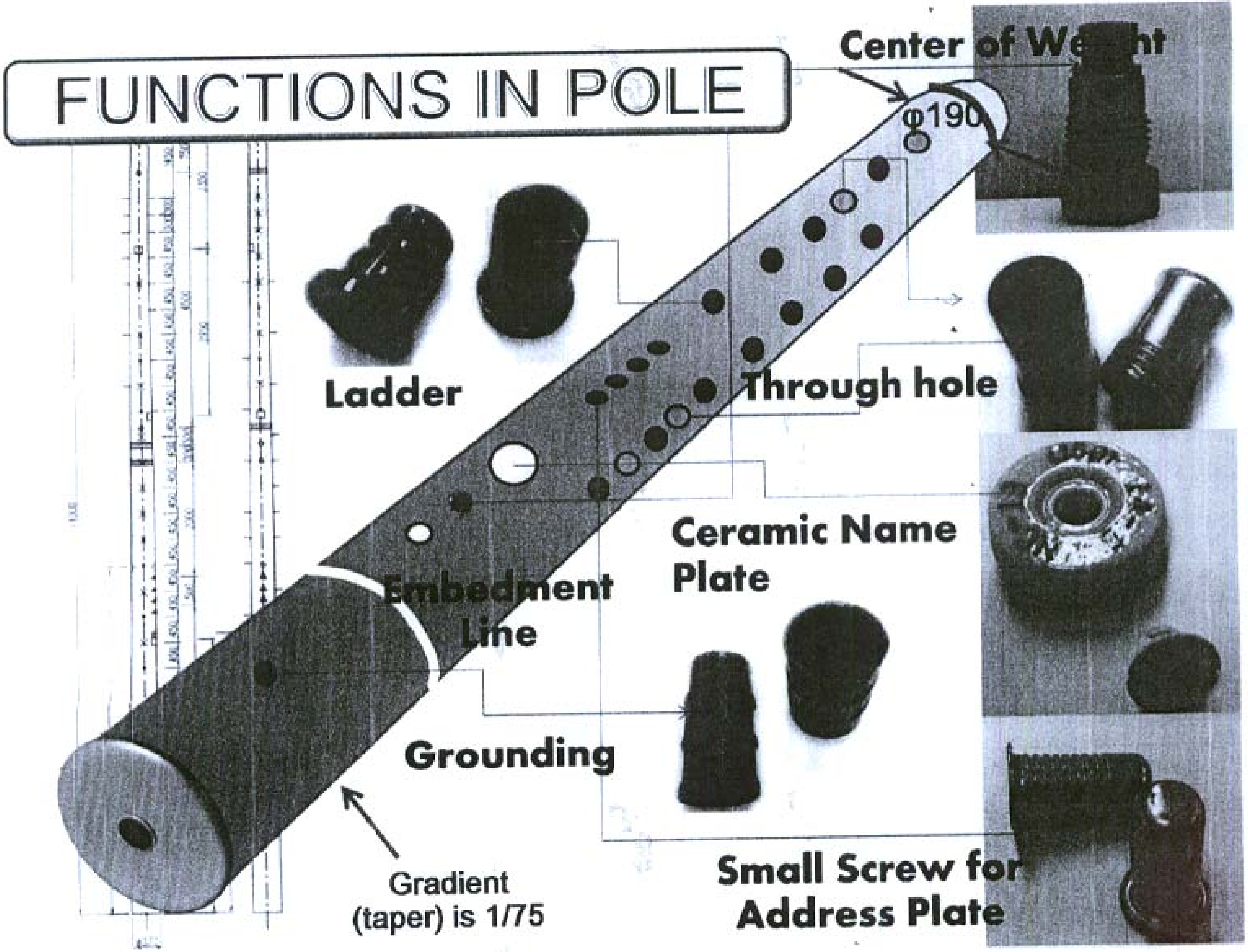
PRECAST CONCRETE PRODUCTS: "POLE"



PRECAST CONCRETE PRODUCTS: "POLE"

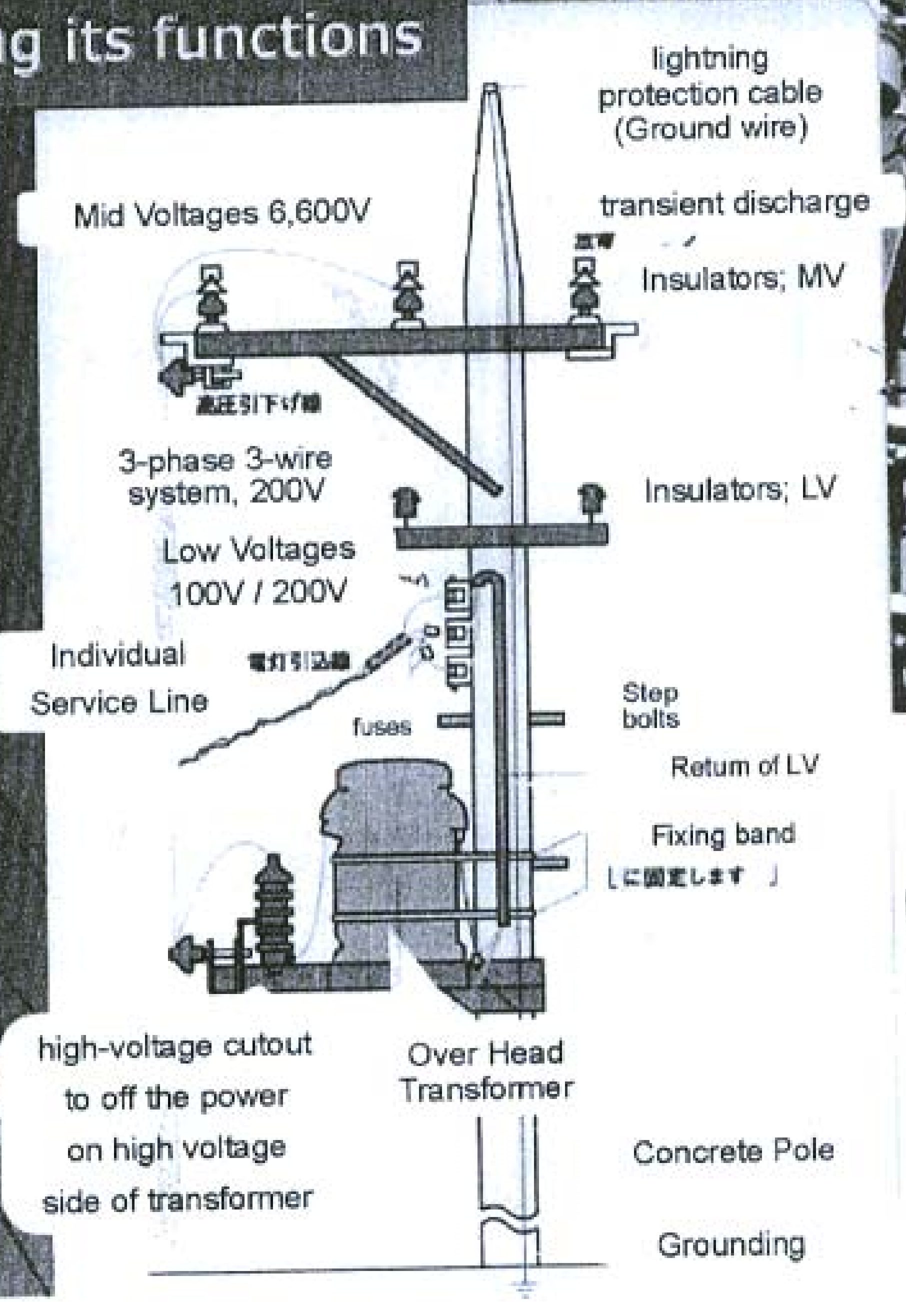


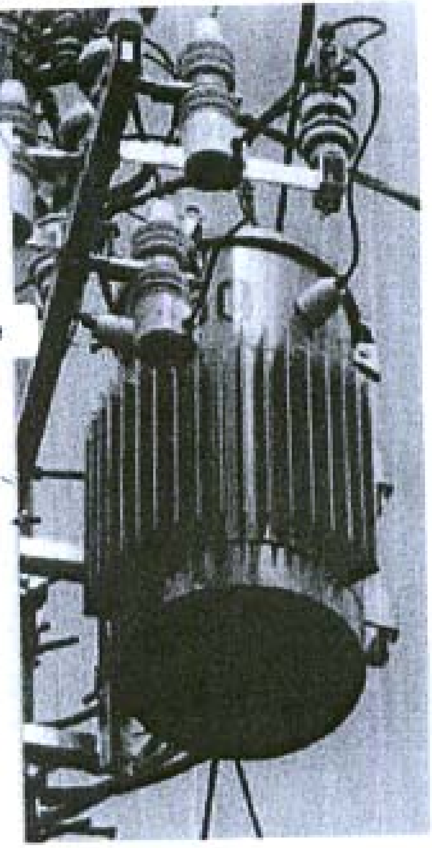


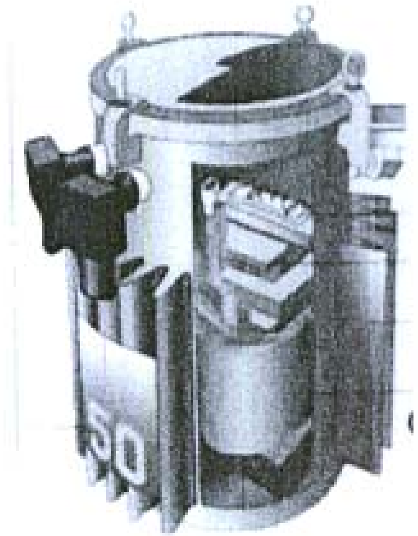

FUNCTIONS IN POLE
Center of Weight
φ190
Ladder
Through hole
Ceramic Name Plate
Embedment Line
Grounding
Small Screw for Address Plate
Gradient (taper) is 1/75

Instruments to be attached to Concrete Pole using its functions









2014.7.25

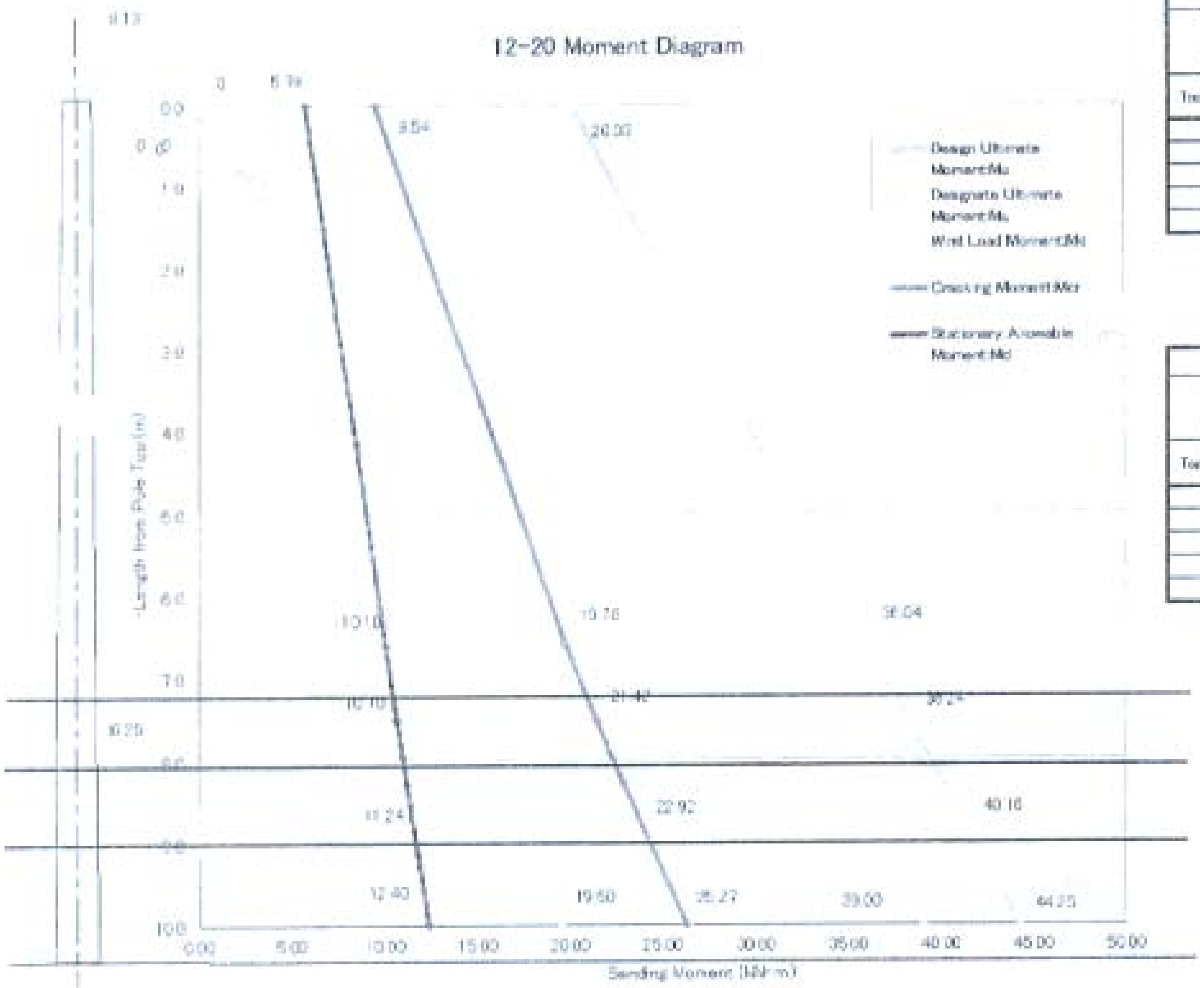
NC&MaGa、Spun PC-Pole、Standard Specification

No.	Nominal Name	Length (m)	Tip End Dia. (cm)	Crack Testing Load (kN)	PC Wire Dia. (mm)	PC Wire Nos. (pcs)	PC Wire Wt. (kg)	Reinforcing Wire Dia. (mm)	Reinforcing Wire Length (m)	Reinforcing Wire Nos. (pcs)	Reinforcing Wire Length (m)	Reinforcing Wire Nos. (pcs)	Reinforcing Wire Wt. (kg)	Height of Supporting Point (m)	Crack Bending Moment (test) (kN·m)	Ultimate Bending Moment (standard) (kN·m)	Supporting Point Ultimate Bending Moment (design) (kN·m)	Supporting Point Safety Factor sf	Remark
1	8-19-2.5	8	19	2.5	7.1	6	15.07							1.40	15.88	31.75	36.04	2.27	All PC-Wire
2	9-19-2.5	9	19	2.5	7.1	6	16.96							1.50	18.13	36.25	38.24	2.10	Ditto
3	10-19-2.0	10	19	2.0	7.1	6	18.84							1.60	16.30	32.60	40.16	2.46	Ditto
4	12-19-2.0	12	19	2.0	7.1	6	22.61							2.00	19.50	39.00	44.25	2.26	Ditto
5	14-19-3.5	14	19	3.5	7.1	6	26.38	7.1	10.5	4	7.5	4	22.61	2.40	39.73	79.46	89.00	2.24	
6	16-19-5.0	16	19	5.0	10.0	6	30.14	10.0	12.0	4	7.5	2	38.87	2.70	65.25	130.50	138.30	2.11	
7	FCP16-19-5.0	9	19	5.0	10.0	6	16.96	10.0	5.0	4			12.34	-	-	-	-	-	
		7	40	-	10.0	10	43.19						0.00	2.70	65.25	130.50	140.83	2.15	All PC-Wire & Similer to 400mm class-B PC-Pile
8	FCP18-19-5.0	9	19	5.0	10.0	6	16.96	10.0	5.0	4			12.34	-	-	-	-	-	
		9	40	-	10.0	10	55.53	10.0	4.5	4			11.11	3.00	73.75	147.50	154.61	2.09	
9	-30-15(1500)	12	30	15.0	9.0	16	60.29	9.2	7.0	4	6.0	4	27.14	-	-	-	-	-	
								9.2	4.0	4	2.0	4	12.53						
		10	46	-	9.0	33	203.61	9.2	8.0	4			16.70	2.00	296.25	592.50	669.06	2.25	

8,9-19-2.5 10,12-19-2.0 Design Bending Moment Table

2014.7.25

Nominal Name	Taper (1/m)	Concrete Cover t (mm)	Length from Tip End h (m)	Tip End Dia. D1 (mm)	Dia. at the h D0 (mm)	Wall Thick. t (mm)	PC-Wire Dia. φ (mm)	PC-Wire Initial Prest. (N/m²)	PC-Wire Nos. n (本)	PC-Wire Sec. Area Ap (cm²)	PC-Wire Radius of Wire Arrange. rp (mm)	Reinforcing Wire Dia. D (mm)	Reinforcing Wire Nos. n (本)	Reinforcing Wire Section Area As (cm²)	Reinforcing Wire Radius of Wire Arrange. rs (mm)	Spiral Dia. D (mm)	Spiral Pitch @ (mm)	Sectional Area Concrete Ac (cm²)	Sectional Area Conversion Ae (cm²)	Sectional Area of Concrete Ic (cm⁴)	Converted Geometrical Moment of Inertia Ie (cm⁴)	Converted Section Modulus Ze (cm³)	Geometrical Moment of Area So (cm³)	Effective Prestress σce (N/mm²)	Resisting Moment M (kN·m) Bending Tensile Stress 0 (N/mm²)	Resisting Moment M (kN·m) Bending Tensile Stress 6 (N/mm²)	Converted Load at Pole Top: P (kN) Bending Tensile Stress 0 (N/mm²)	Converted Load at Pole Top: P (kN) Bending Tensile Stress 6 (N/mm²)
12-2.0	75	18	0.00	190	190.0	40	7.1	4.0	6	2.376	73.5	7.1		0.000	73.5	3	150	188.5	198.0	5678.4	5934.7	624.1	460.7	6.27	9.8	9.9		
	75	18	6.60	190	278.0	40	7.1	4.0	6	2.376	117.6	7.1		0.000	117.6	3	150	298.1	308.6	21774.5	22428.9	1613.7	1143.6	6.26	10.1	19.8	1.50	3.11
	75	18	7.50	190	290.0	40	7.1	4.0	6	2.376	123.6	7.1		0.000	123.6	3	150	314.2	323.7	25172.0	25898.1	1785.9	1290.7	5.99	10.7	21.4	1.48	2.95
	75	18	8.30	190	300.7	40	7.1	4.0	6	2.376	128.8	7.1		0.000	128.8	3	150	327.6	337.1	28478.4	29364.3	1948.6	1398.6	5.78	11.2	22.5	1.40	2.85
	75	18	10.00	190	323.3	40	7.1	4.0	6	2.376	140.1	7.1		0.000	140.1	3	150	366.0	365.5	36440.4	37373.2	2211.7	1616.2	6.36	12.4	26.3	1.27	2.65



Bending Moment

Stationary Allowable Moment Md Top~h(m)	Md(kN·m)	Cracking Moment Mcr Top~h(m)	Mcr(kN·m)	Wind Load Moment Md Top~h(m)	Md(kN·m)	Designate Ultimate Moment Mu Top~h(m)	Mu(kN·m)	Design Ultimate Moment Mu Top~h(m)	Mu(kN·m)
0.0	5.79	0.0	9.54	0.25	0	0.25	0	0.0	20.09
6.6	10.10	6.6	19.78	10	19.50	10	39.00	6.6	36.04
7.5	10.70	7.5	21.42	0	0	0.25	0	7.5	38.24
8.3	11.24	8.3	22.92	7.5	16.13	7.5	36.25	8.3	40.16
10.0	12.40	10.0	26.27					10.0	44.25

Converted Load at Pole top

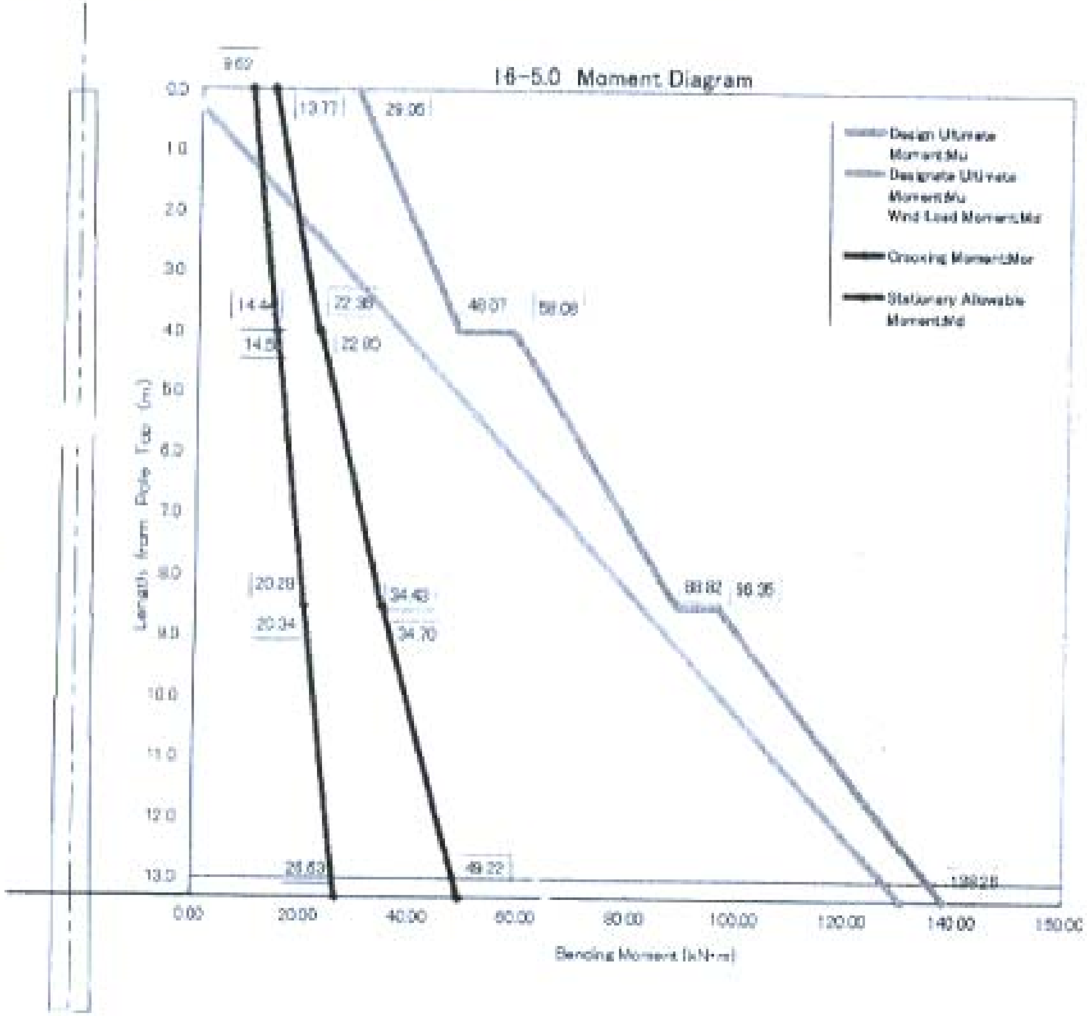
Stationary Allowable Moment Md Top~h(m)	Md(kN·m)	Cracking Moment Mcr Top~h(m)	Mcr(kN·m)	Wind Load Moment Md Top~h(m)	Md(kN·m)	Designate Ultimate Load Pu Top~h(m)	Pu(kN)	Design Ultimate Load Pu Top~h(m)	Pu(kN)
0.0	-	0.0	-	0.25	0	0.25	0	0.0	-
6.6	1.53	6.6	3.11	10	2.00	10	4.00	6.6	5.68
7.5	1.48	7.5	2.95					7.5	5.27
8.3	1.40	8.3	2.85					8.3	4.90
10.0	1.27	10.0	2.65					10.0	4.54

Nominal Name	Weight of Steel Wire(kg) PC-Wire φ7.1mm	Re-Wire φ7.1mm	Spiral Wire φ3@150mm	Spring Wire	Pole Volume (m3)	Concrete Volume (m3)	Pole Weight (kg)
8-19-2.5	15.072	0.000	1.988	0.525	0.2044	0.2021	520
9-19-2.5	16.956	0.000	2.325	1.064	0.2375	0.2349	610
10-19-2	18.840	0.000	2.636	1.257	0.2723	0.2694	690
12-19-2	22.608	0.000	3.346	1.486	0.3468	0.3433	880

16-19-5.0 Bending Moment Table

2014.7.25

Nominal Name	Taper	Concrete Cover	Length from Tip End	Tip End Dia.	Dia. at the h	Wall Thick.	PC-Wire Dia.	PC-Wire Initial Prestr.	PC-Wire Nos.	PC-Wire Sec. Area	PC-Wire Radius of Wire Arrange.	Reinforcing Wire Dia.	Reinforcing Wire Nos.	Reinforcing Wire Section Area	Reinforcing Wire Radius of Wire Arrange.	Spiral Dia.	Spiral Pitch	Sectional Area Concrete	Sectional Area Conversion	Sectional Area of Concrete	Converted Geometrical Moment of Inertia	Converted Section Modulus	Geimetrical Moment of Area	Effective Prestress	Resisting Moment: M (kN·m) Bending Tensile Stress 0	Resisting Moment: M (kN·m) Bending Tensile Stress 6	Converted Load at Pole Top: P (kN) Bending Tensile Stress 0	Converted Load at Pole Top: P (kN) Bending Tensile Stress 6
	(1/t)	t (mm)	h (m)	D1 (mm)	D2 (mm)	t (mm)	φ (mm)	P(tf)	n (本)	Ap (cm²)	rp (mm)	D (mm)	n (本)	As (cm²)	rs (mm)	D (mm)	@ (mm)	Ac (cm²)	Ae (cm²)	Ic (cm⁴)	Ie (cm⁴)	Ze (cm³)	So (cm³)	σce (N/mm²)	(N/mm²)	(N/mm²)	(N/mm²)	(N/mm²)
16-5.0	75	18	0.00	190	190.0	50	10	7.97	6	4.712	72.0	10.0	0	0.000	72.0	3	150	219.9	236.8	6075.1	6582.6	690.9	510.8	13.03	9.62	13.77		
	75	18	4.00	190	243.3	50	10	7.97	6	4.712	98.7	10.0	0	0.000	98.7	3	150	303.7	322.5	15138.0	16055.5	1319.6	955.3	10.94	14.44	22.36	3.86	5.58
	75	18	4.00	190	243.3	50	10	7.97	6	4.712	98.7	10.0	4	3.142	98.7	3	150	303.7	336.1	15138.0	16667.2	1369.9	955.3	10.64	14.58	22.80	3.89	6.00
	75	18	8.50	190	303.3	50	10	7.97	6	4.712	128.7	10.0	4	3.142	128.7	3	150	397.8	428.4	33166.8	35757.3	2358.3	1695.3	8.60	20.28	34.43	2.46	4.17
	75	18	8.50	190	303.3	50	10	7.97	6	4.712	128.7	10.0	6	4.712	128.7	3	150	397.8	436.6	33166.8	36287.3	2392.6	1695.3	8.60	20.34	34.70	2.47	4.21
	75	18	13.30	190	367.3	50	10	7.97	6	4.712	160.7	10.0	6	4.712	160.7	3	150	488.5	536.2	64302.4	69168.2	3766.0	3538.3	7.07	26.63	49.22	2.04	3.77



Bending Moment

Stationary Allowable Moment:Md		Cracking Moment:Mcr		Wind Load Moment:Md		Designate Ultimate Moment:Mu		Design Ultimate Moment:Mu	
Top~h(m)	Md(kN·m)	Top~h(m)	Mcr(kN·m)	Top~h(m)	Md(kN·m)	Top~h(m)	Mu(kN·m)	Top~h(m)	Mu(kN·m)
0.0	9.62	0.0	13.77	0.25	0	0.25	0	0.0	29.06
4.0	14.44	4.0	22.36	13.3	68.25	13.3	130.90	4.0	48.07
4.0	14.58	4.0	22.80					4.0	58.06
8.5	20.28	8.5	34.43					8.5	88.82
8.5	20.34	8.5	34.70					8.5	96.36
13.3	26.63	13.3	49.22					13.3	138.56

Converted Load at Pole top

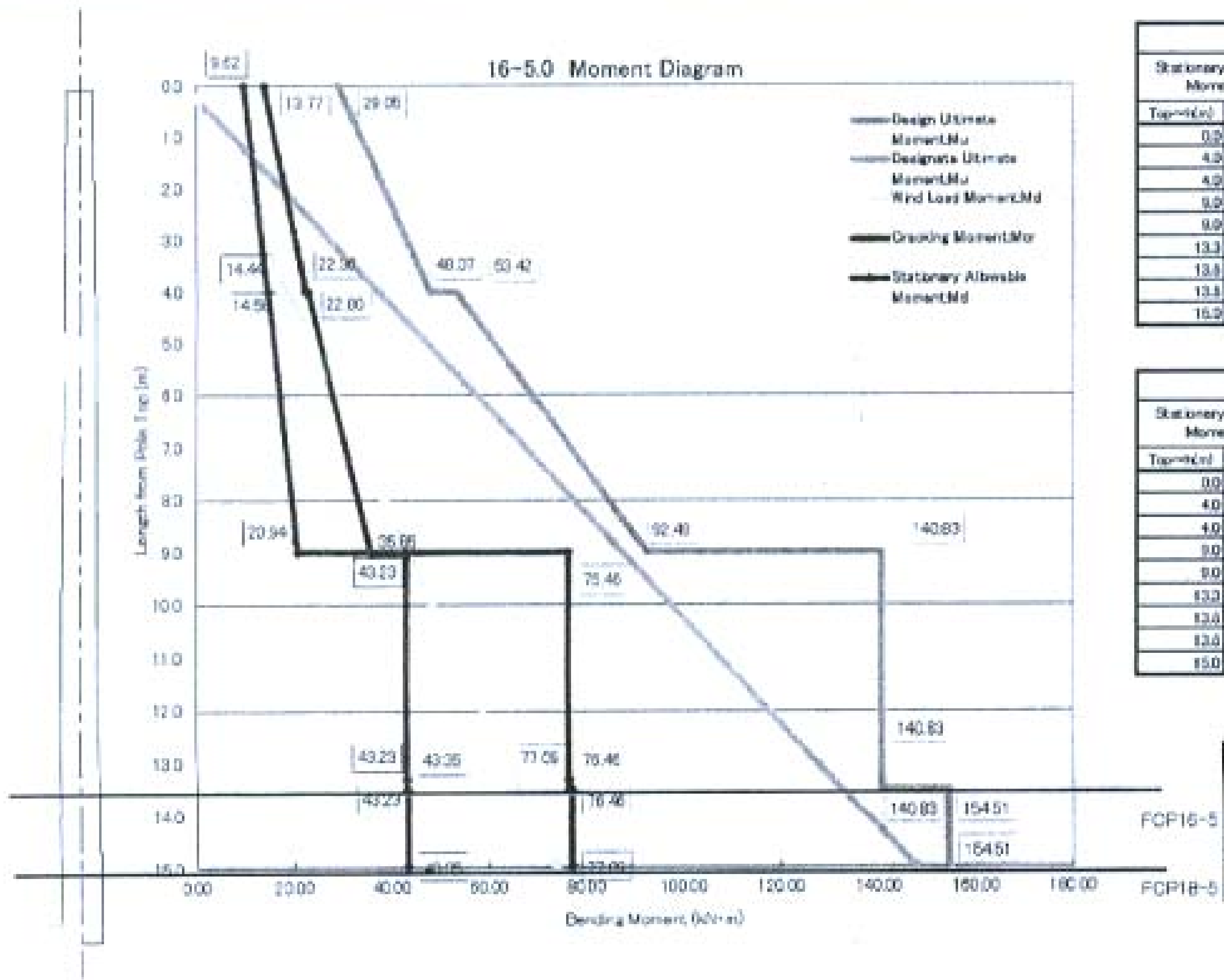
Stationary Allowable Moment:Md		Cracking Moment:Mcr		Wind Load Moment:Md		Designate Ultimate Load:Pu		Design Ultimate Load:Pu	
Top~h(m)	Md(kN·m)	Top~h(m)	Mcr(kN·m)	Top~h(m)	Md(kN·m)	Top~h(m)	Pu(kN)	Top~h(m)	Pu(kN)
0.0	-	0.0	-	0.25	0	0.25	0	0.0	-
4.0	3.85	4.0	5.58	13.3	5.20	13.3	10.00	4.0	12.82
4.0	3.89	4.0	6.00					4.0	15.49
8.5	2.46	8.5	4.17					8.5	10.77
8.5	2.47	8.5	4.21					8.5	11.46
13.3	2.04	13.3	3.77					13.3	10.66

Nominal Name	Weight of Steel Wire(kg) PC-Wire φ7.1mm	Re-Wire φ7.1mm	Spiral Wire φ3@150mm	Spring Wire	Pole Volume (m3)	Concrete Volume (m3)	Pole Weight (kg)
16-5.0	63.590	33.000	5.001	1.987	0.6199	0.6049	1670

16(9+7)、18(9+9)-19-5.0 Bending Moment Table

2014.7.25

Nominal Name	Taper (1/t)	Concrete Cover t (mm)	Length from Tip End h (m)	Tip End Dia. D1 (mm)	Dia. at the h D2 (mm)	Wall Thick. t (mm)	PC-Wire Dia. φ (mm)	PC-Wire Initial Prest. P(t/)	PC-Wire Nos. n (本)	PC-Wire Sec. Area Ap (cm²)	PC-Wire Radius of Wire Arrange. rp (mm)	Reinforcing Wire Dia. D (mm)	Reinforcing Wire Nos. n (本)	Reinforcing Wire Section Area As (cm²)	Reinforcing Wire Radius of Wire Arrange. rs (mm)	Spiral Dia. D (mm)	Spiral Pitch h @ (mm)	Sectional Area Concrete Ac (cm²)	Sectional Area Conversion Ae (cm²)	Sectional Area of Concrete Ic (cm⁴)	Converted Geometrical Moment of Inertia Ie (cm⁴)	Converted Section Modulus Ze (cm³)	Geometrical Moment of Area So (cm³)	Effective Prestress σce (N/mm²)	Resisting Moment: M (kN·m) Bending Tensile Stress 0 (N/mm²)	Resisting Moment: M (kN·m) Bending Tensile Stress 6 (N/mm²)	Converted Load at Pole Top: P (kN) Bending Tensile Stress 0 (N/mm²)	Converted Load at Pole Top: P (kN) Bending Tensile Stress 6 (N/mm²)
18-5.0	75	18	0.00	190	190.0	60	10	7.97	6	4.712	79.0	10.0	0	0.000	75.0	3	150	219.9	238.8	6016.1	6563.6	610.8	510.8	13.93	9.62	13.77		
	75	18	4.00	190	243.3	60	10	7.97	6	4.712	98.7	10.0	0	0.000	98.7	3	150	303.7	322.5	15138.0	16055.6	1319.8	956.3	10.94	14.44	22.36	3.86	5.88
	75	18	4.00	190	243.3	60	10	7.97	6	4.712	98.7	10.0	4	3.142	98.7	3	150	303.7	335.1	15138.0	16667.2	1369.9	956.3	10.64	14.58	22.80	3.89	6.06
	75	18	9.00	190	310.0	60	10	7.97	6	4.712	132.0	10.0	4	3.142	133.0	3	150	408.4	439.8	36796.7	38523.6	2485.4	1710.8	8.42	20.94	35.86	2.39	4.10
	1E+10	30	9.00	400	400.0	75	10	7.97	10	7.854	165.0	10.0	0	0.000	165.0	3	150	765.8	797.2	106468.9	110765.4	5538.3	4031.3	7.81	43.23	76.46	4.94	8.74
	1E+10	30	13.30	400	400.0	75	10	7.97	10	7.854	165.0	10.0	0	0.000	165.0	3	150	765.8	797.2	106468.9	110765.4	5538.3	4031.3	7.81	43.23	76.46	3.31	5.86
	1E+10	30	13.50	400	400.0	75	10	7.97	10	7.854	165.0	10.0	0	0.000	165.0	3	150	765.8	797.2	106468.9	110765.4	5538.3	4031.3	7.81	43.23	76.46	3.26	5.77
	1E+10	30	13.50	400	400.0	75	10	7.97	10	7.854	165.0	10.0	4	3.142	165.0	3	150	765.8	809.7	106468.9	112476.0	5623.8	4031.3	7.71	43.36	77.09	3.27	5.82
	1E+10	30	15.00	400	400.0	75	10	7.97	10	7.854	165.0	10.0	4	3.142	165.0	3	150	765.8	809.7	106468.9	112476.0	5623.8	4031.3	7.71	43.36	77.09	2.94	5.23



Bending Moment

Stationary Allowable Moment:Md Top~h(m)	Md(kN·m)	Cracking Moment:Mcr Top~h(m)	Mcr(kN·m)	Wind Load Moment:Md Top~h(m)	Md(kN·m)	Designate Ultimate Moment:Mu Top~h(m)	Mu(kN·m)	Design Ultimate Moment:Mu Top~h(m)	Mu(kN·m)
0.0	9.62	0.0	13.77	0.25	0	0.25	0	0.0	29.06
4.0	14.44	4.0	22.36	16	73.76	16	147.60	4.0	48.07
4.0	14.58	4.0	22.80					4.0	53.42
9.0	20.94	9.0	35.86					9.0	92.48
9.0	43.23	9.0	76.46					9.0	140.83
13.3	43.23	13.3	76.46					13.3	140.83
13.5	43.23	13.5	76.46					13.5	140.83
13.5	43.36	13.5	77.09					13.5	154.51
15.0	43.36	15.0	77.09					15.0	154.51

Converted Load at Pole Top

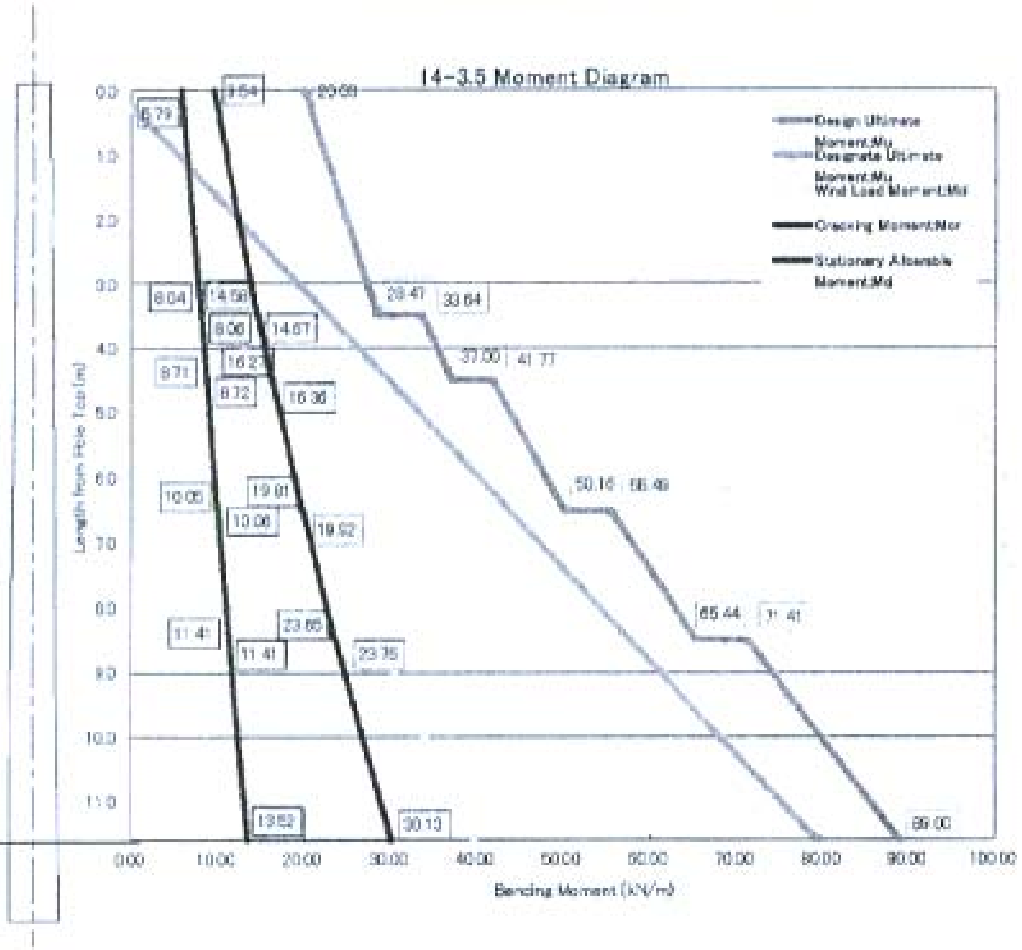
Stationary Allowable Moment:Md Top~h(m)	Md(kN·m)	Cracking Moment:Mcr Top~h(m)	Mcr(kN·m)	Wind Load Moment:Md Top~h(m)	Md(kN·m)	Designate Ultimate Load:Pu Top~h(m)	Pu(kN)	Design Ultimate Load:Pu Top~h(m)	Pu(kN)
0.0	-	0.0	-	0.25	0	0.25	0	0.0	-
4.0	3.86	4.0	5.88	15	5.00	15	10.00	4.0	12.88
4.0	3.89	4.0	6.06					4.0	14.24
9.0	2.39	9.0	4.10					9.0	10.57
9.0	4.94	9.0	8.74					9.0	16.10
13.3	3.31	13.3	5.86					13.3	10.76
13.5	3.26	13.5	5.77					13.5	10.63
13.5	3.27	13.5	5.82					13.5	11.66
15.0	2.94	15.0	5.23					15.0	10.48

	Nominal Name	Weight of Steel Wire(kg) PC-Wire φ7.1mm	Re.-Wire φ7.1mm	Spiral Wire φ3@150mm	Spring Wire	Pole Volume (m3)	Concrete Volume (m3)	Pole Weight (kg)
FCP 上	9-19-5.0	28.168	10.440	2.334	1.048	0.2827	0.2774	730
FCP 下	7-40-25.4	36.540	0.000	2.817	1.157	0.5350	0.5309	1360
	9-40-24.7	46.980	9.396	3.622	1.664	0.6892	0.6813	1750

14-19-3.5 Bending Moment Table

2014.7.25

Nominal Name	Taper	Concrete Cover	Length from Tip End	Tip End Dia.	Dia. at the n	Wall Thick.	PC-Wire Dia.	PC-Wire Initial Prest.	PC-Wire Nos.	PC-Wire Sec. Area	PC-Wire Radius of Wire Arrange.	Reinforcing Wire Dia.	Reinforcing Wire Nos.	Reinforcing Wire Section Area	Reinforcing Wire Radius of Wire Arrange.	Spiral Dia.	Spiral Pitch	Sectional Area Concrete	Sectional Area Conversion	Sectional Area of Concrete	Converted Geometrical Moment of Inertia	Converted Section Modulus	Geometrical Moment of Area	Effective Prestress	Resisting Moment (M)(kN·m) Bending Tensile Stress 0	Resisting Moment (M)(kN·m) Bending Tensile Stress 5	Converted Load at Pole Top: P (kN) Bending Tensile Stress 0	Converted Load at Pole Top: P (kN) Bending Tensile Stress 5
	(1/t)	t (mm)	h (m)	D1 (mm)	D2 (mm)	t (mm)	ϕ (mm)	P(tf)	n (本)	Ap (cm²)	rp (mm)	D (mm)	n (本)	As (cm²)	rs (mm)	D (mm)	@ (mm)	Ac (cm²)	Ae (cm²)	Ic (cm⁴)	Ie (cm⁴)	Ze (cm³)	So (cm³)	σce (N/mm²)	(N/mm²)	(N/mm²)	(N/mm²)	(N/mm²)
14-3.5	75	18	0.00	190	190.0	40	7.1	4	6	2.376	73.5	7.1	0	0.000	73.5	3	150	188.5	198.0	5678.4	5934.7	624.7	460.7	8.27	6.79	9.54		
	75	18	3.50	190	236.7	40	7.1	4	6	2.376	96.8	7.1	0	0.000	96.8	3	150	247.1	256.6	12442.7	12887.0	1089.1	784.2	7.38	8.04	14.58	2.47	4.49
	75	18	3.50	190	236.7	40	7.1	4	6	2.376	96.8	7.1	2	0.792	96.8	3	150	247.1	258.8	12442.7	13036.1	1101.6	784.2	7.33	8.06	14.67	2.48	4.51
	75	18	4.50	190	250.0	40	7.1	4	6	2.376	103.5	7.1	2	0.792	103.5	3	150	263.9	276.6	15074.9	15758.0	1260.2	893.7	6.91	8.71	16.27	2.05	3.83
	75	18	4.50	190	250.0	40	7.1	4	6	2.376	103.5	7.1	4	1.584	103.5	3	150	263.9	279.7	15074.9	15892.4	1273.8	893.7	6.85	8.72	16.36	2.05	3.85
	75	18	6.50	190	276.7	40	7.1	4	6	2.376	116.8	7.1	4	1.584	116.8	3	150	297.4	313.2	21417.2	22497.2	1626.3	1130.5	6.19	10.05	19.81	1.61	3.17
	75	18	6.50	190	276.7	40	7.1	4	6	2.376	116.8	7.1	6	2.376	116.8	3	150	297.4	316.4	21417.2	22713.2	1641.3	1130.5	6.13	10.06	19.92	1.61	3.19
	75	18	8.50	190	303.3	40	7.1	4	6	2.376	130.1	7.1	6	2.376	130.1	3	150	330.8	349.9	29345.7	30664.4	2040.0	1397.8	5.60	11.41	23.65	1.38	2.87
	75	18	8.50	190	303.3	40	7.1	4	6	2.376	130.1	7.1	8	3.167	130.1	3	150	330.8	353.1	29345.7	31222.5	2058.6	1397.8	5.54	11.41	23.76	1.38	2.88
	75	18	11.60	190	344.7	40	7.1	4	6	2.376	150.8	7.1	8	3.167	150.8	3	150	382.8	406.0	45187.4	47707.6	2768.3	1867.1	4.83	13.52	30.13	1.19	2.65

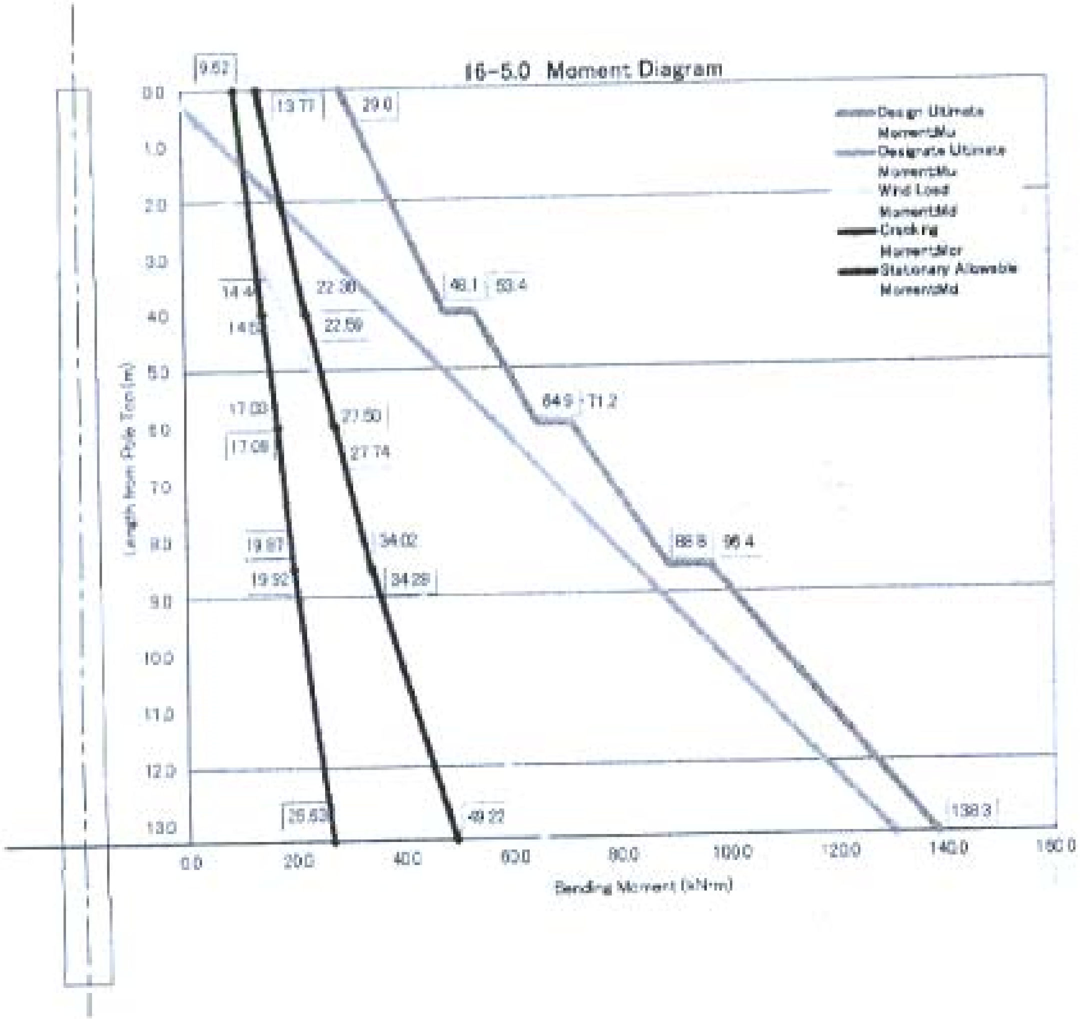


Bending Moment									
Stationary Allowable Moment:Md		Cracking Moment:Mcr		Wind Load Moment:Md		Designate Ultimate Moment:Mu		Design Ultimate Moment:Mu	
Top~h(m)	Md(kN·m)	Top~h(m)	Mcr(kN·m)	Top~h(m)	Md(kN·m)	Top~h(m)	Mu(kN·m)	Top~h(m)	Mu(kN·m)
0.0	6.79	0.0	9.54	0.25	0	0.25	0	0.0	20.00
3.5	8.04	3.5	14.58	11.6	39.73	11.6	79.45	3.5	28.47
3.5	8.06	3.5	14.67					3.5	33.64
4.5	8.71	4.5	16.27					4.5	37.00
4.5	8.72	4.5	16.36					4.5	41.77
6.5	10.05	6.5	19.81					6.5	50.16
6.5	10.06	6.5	19.92					6.5	56.49
8.5	11.41	8.5	23.65					8.5	65.44
8.5	11.41	8.5	23.76					8.5	71.41
11.6	13.52	11.6	30.13					11.6	89.00

Converted Load at Pole Top									
Stationary Allowable Moment:Md		Cracking Moment:Mcr		Wind Load Moment:Md		Designate Ultimate Load:Pu		Design Ultimate Load:Pu	
Top~h(m)	Md(kN·m)	Top~h(m)	Mcr(kN·m)	Top~h(m)	Md(kN·m)	Top~h(m)	Pu(kN)	Top~h(m)	Pu(kN)
0.0	-	0.0	-	0.25	0	0.25	0	0.0	-
3.5	2.47	3.5	4.49	11.6	3.50	11.6	7.00	3.5	8.36
3.5	2.48	3.5	4.51					3.5	10.35
4.5	2.05	4.5	3.83					5.0	7.39
4.5	2.05	4.5	3.85					5.0	8.79
6.5	1.61	6.5	3.17					6.0	8.72
6.5	1.61	6.5	3.19					7.0	8.22
8.5	1.38	8.5	2.87					6.0	11.38
8.5	1.38	8.5	2.88					7.0	10.88
11.6	1.19	11.6	2.65					11.6	7.84

16-19-5.0 Bending Moment Table

Nominal Name	Taper (1/n)	Concrete Cover t (mm)	Length from Tip End h (m)	Tip End Dia. D1 (mm)	Dia. at the h D0 (mm)	Wall Thick. t (mm)	PC-Wire Dia. φ (mm)	PC-Wire Initial Prest. P(kN)	PC-Wire Nos. n (本)	PC-Wire Sec. Area Ap (cm²)	PC-Wire Radius of Wire Arrange. rp (mm)	Reinforcing Wire Dia. D (mm)	Reinforcing Wire Nos. n (本)	Reinforcing Wire Section Area As (cm²)	Reinforcing Wire Radius of Wire Arrange. rs (mm)	Spiral Dia. D (mm)	Spiral Pitch @ (mm)	Sectional Area Concrete Ac (cm²)	Sectional Area Conversion Ae (cm²)	Sectional Area of Concrete Io (cm⁴)	Converted Geometrical Moment of Inertia Ie (cm⁴)	Converted Section Modulus Ze (cm³)	Geometrical Moment of Area So (cm³)	Effective Prestress σce (N/mm²)	Resisting Moment:M (kN·m) Bending Tensile Stress 0 (N/mm²)	Resisting Moment:M (kN·m) Bending Tensile Stress ε (N/mm²)	Converted Load at Pole Top:P (kN) Bending Tensile Stress 0 (N/mm²)	Converted Load at Pole Top:P (kN) Bending Tensile Stress ε (N/mm²)
16-5.0	75	18	0.00	190	190.0	50	10	7.97	6	4.712	72.0	10.0	0	0.000	72.0	3	150	219.9	236.8	6075.1	6963.6	690.9	510.8	13.93	9.62	13.77		
	75	18	4.00	190	243.3	50	10	7.97	6	4.712	98.7	10.0	0	0.000	98.7	3	150	303.7	322.0	15138.0	16055.5	1219.6	955.3	10.94	14.44	22.36	3.86	5.96
	75	18	4.00	190	243.3	50	10	7.97	6	4.712	98.7	10.0	2	1.571	98.7	3	150	303.7	328.8	15138.0	16361.3	1344.8	955.3	10.80	14.59	22.59	3.87	6.03
	75	18	6.00	190	270.0	50	10	7.97	6	4.712	112.0	10.0	2	1.571	112.0	3	150	346.6	370.7	21887.2	23563.5	1745.4	1230.8	9.78	17.03	27.50	2.96	4.78
	75	18	6.00	190	270.0	50	10	7.97	6	4.712	112.0	10.0	4	3.142	112.0	3	150	346.6	377.0	21887.2	23657.6	1774.6	1230.8	9.63	17.09	27.74	2.97	4.82
	75	18	8.50	190	303.3	60	10	7.97	6	4.712	128.7	10.0	4	3.142	128.7	3	150	397.0	420.4	33166.8	36767.3	2366.3	1626.3	8.42	19.87	34.02	2.41	4.12
	75	18	8.50	190	303.3	60	10	7.97	6	4.712	128.7	10.0	6	4.712	128.7	3	150	397.0	435.6	33166.8	38387.3	2392.6	1626.3	8.33	19.92	34.28	2.41	4.15
	75	18	13.30	190	367.3	60	10	7.97	6	4.712	160.7	10.0	6	4.712	160.7	3	150	466.6	506.2	64302.4	69168.2	3766.0	2538.3	7.97	26.63	49.22	2.04	3.77



Bending Moment

Stationary Allowable MomentMd Top~h(m)	Md(kN·m)	Cracking MomentMcr Top~h(m)	Mcr(kN·m)	Wind Load MomentMd Top~h(m)	Md(kN·m)	Designate Ultimate MomentMu Top~h(m)	Mu(kN·m)	Design Ultimate MomentMu Top~h(m)	Mu(kN·m)
0.0	9.62	0.0	13.77	0.25	0	0.25	0	0.0	29.0
4.0	14.44	4.0	22.36	13.3	66.25	13.3	130.50	4.0	48.1
4.0	14.59	4.0	22.59					4.0	53.4
6.0	17.03	6.0	27.50					6.0	64.9
6.0	17.09	6.0	27.74					6.0	71.2
8.5	19.87	8.5	34.02					8.5	86.6
8.5	19.92	8.5	34.28					8.5	96.4
13.3	26.63	13.3	49.22					13.3	138.3

Converted Load at Pole Top

Stationary Allowable MomentMd Top~h(m)	Md(kN·m)	Cracking MomentMcr Top~h(m)	Mcr(kN·m)	Wind Load MomentMd Top~h(m)	Md(kN·m)	Designate Ultimate Load:Pu Top~h(m)	Pu(kN)	Design Ultimate Load:Pu Top~h(m)	Pu(kN)
0.0	-	0.0	-	0.25	0	0.25	0	0.0	-
4.0	3.86	4.0	5.96	13.3	5.00	13.3	10.00	4.0	12.83
4.0	3.87	4.0	6.03					4.0	14.24
6.0	2.96	6.0	4.78					6.0	11.29
6.0	2.97	6.0	4.82					6.0	12.38
8.5	2.41	8.5	4.12					8.5	10.71
8.5	2.41	8.5	4.15					8.5	11.92
13.3	2.04	13.3	3.77					13.3	10.66

Annex-E

NC & Maga Co., Ltd. Annex. E
List of Directors and Shareholders

Sr.	Name	Nationality & Passport	Address
	Directors representing "Nippon Concrete Industries Co., Ltd."		
1	Mr. Shinji Tsuchida	Japanese Passport No.TK4088669	Room No. 1201, 27-11 Kamata 5-chome Ota-ku, Tokyo, Japan.
2	Mr. Ken Kobayashi	Japanese Passport No. TH4516256	29-5 Akazutsumi 2-chome Setagaya-ku, Tokyo Japan.
3	Mr. Masato Nakamura	Japanese Passport No. TK1812711	156-1 Ohtani-cho, Tsu-shi, Mie Prefecture, Japan.
	Directors representing "Maga Manufacturing Co., Ltd."		
1	U Toe Hlaing	Myanmar National Scrutiny No. 12/OuKaTa (N) 031772	No.(8) Thirimingalar Street-19 East Ywama Ward, Insein Township, Yangon.
2	Kyaw Kyaw Oo	Myanmar National Scrutiny No. 12/Kamaya (Naing) 054482	No.(1) KhineShweWa Lane (1), Baho Road 3 Ward Kamayut Township, Yangon.

နိုင်ငံသား စိစစ်ရေး ကတ်ပြား



အမည် —

အဘအမည် —

မွေးသက္ကရာဇ် —

အမျိုး —

ကိုယ်ထင်ရှားအမှတ်အသား —

(ပြည်နယ်)

သက်သေခံကတ်ပြားအမှတ် ဂ၇၈၉၆-၁၀၀၁၀၃၃၇

အလုပ်အကိုင် —

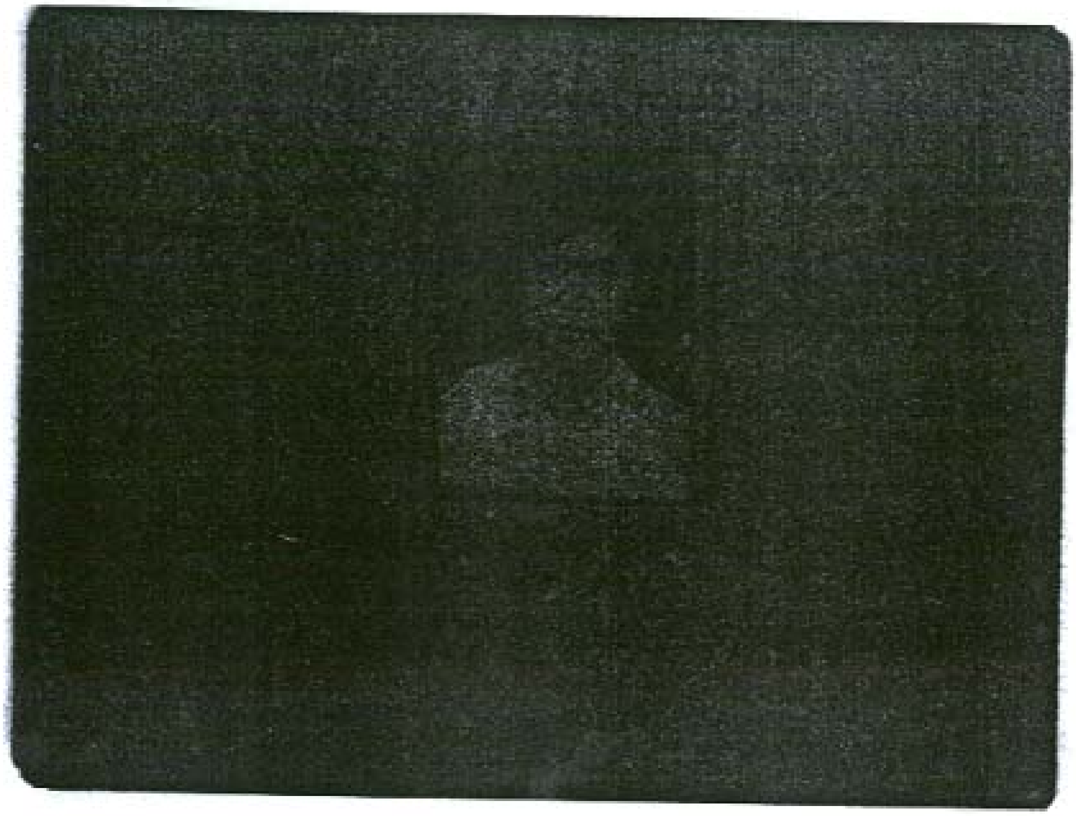
နေရပ်လိပ်စာ

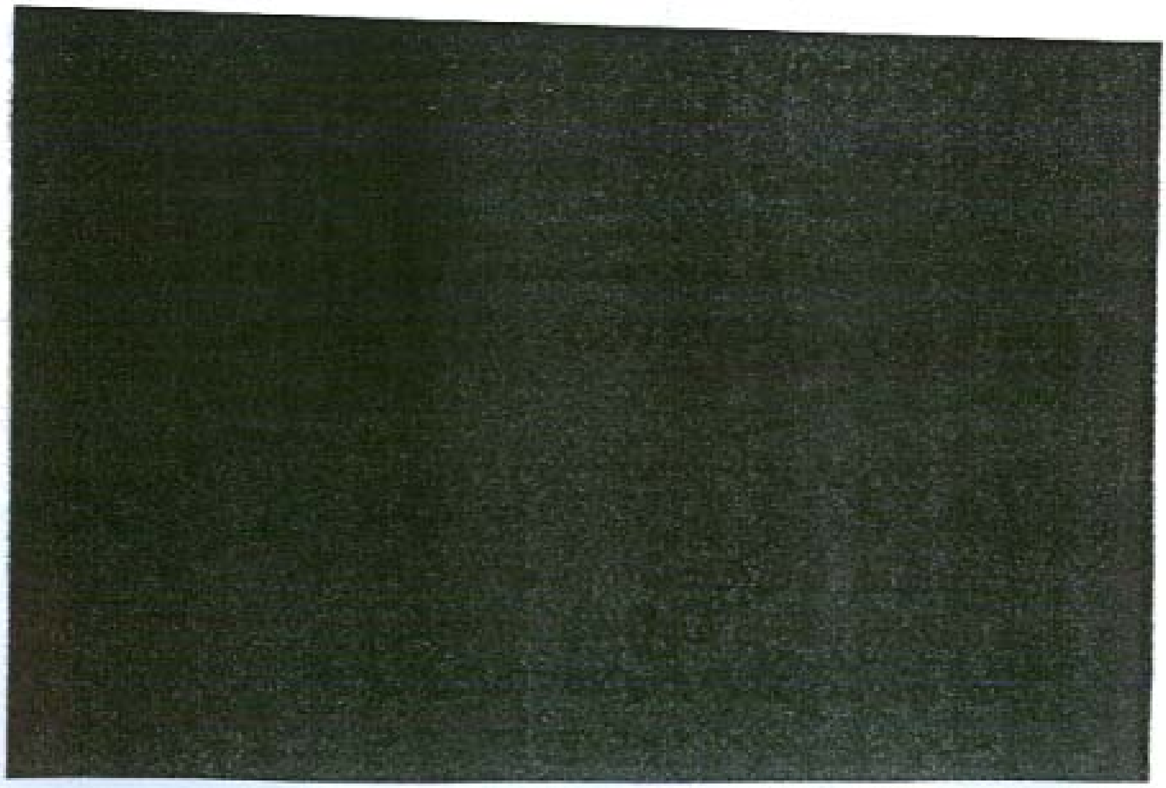
ထိုးမြဲလက်မှတ် —

... ရမည်။

အသက်(၁၈)နှစ် ပြည့်လျှင်ပြသလဲလှယ် ရမည်

... ပျောက်ဆုံး ပျက်စီးသည့်အခါ သက်ဆိုင်ရာ ပြည်သူ့ရဲစခန်း၊ မြို့နယ် လူဝင်မှုကြီးကြပ်ရေး နှင့် ပြည်သူ့ ... ထံသို့ အကြောင်းပေးပို့ရမည်။





渡 航 先

This passport is valid for all countries and areas unless otherwise endorsed.

日 本 国 JAPAN

旅 券
PASSPORT



Type: P
Issuing country: JPN
Passport No.: TH4516256
Surname: KOBAYASHI
Given name: KEN
Nationality: JAPAN
Date of birth: 16 MAY 1970
Sex: M
Registered Domicile: TOKYO
Date of issue: 18 OCT 2007
Date of expiry: 18 OCT 2017
Authority: MINISTRY OF FOREIGN AFFAIRS
Signature of bearer: 小林 研

P<JPNKOBAYASHI<<KEN<<<<<<<<<<<<<<<<<<<<<<<<<

TH45162567JPN7005163M1710180<<<<<<<<<<<<<<08

渡航先

This passport is valid for all countries and areas unless otherwise endorsed.

旅券
PASSPORT

日本国 JAPAN

型/Type: P
発行国/Issuing country: JPN
旅券番号/Passport No.: TK1812711



姓/Surname: NAKAMURA
名/Given name: MASATO
国籍/Nationality: JAPAN
生年月日/Date of birth: 23 OCT 1951
性別/Sex: M
本籍/Registered Domicile: MIE
発行年月日/Date of issue: 14 MAY 2010
有効期間満了日/Date of expiry: 14 MAY 2020
発行官庁/Authority: MINISTRY OF FOREIGN AFFAIRS
所持人自署/Signature of bearer: 中村雅人

P<JPNNAKAMURA<<MASATO<<<<<<<<<<<<<<<<<<<<<<<
TK18127118JPN5110238M2005146<<<<<<<<<<<<<<06

渡 航 先

This passport is valid for all countries and areas unless otherwise endorsed.

旅 券
PASSPORT

日 本 国 JAPAN

型/Type P

発行国/Issuing country JPN

旅券番号/Passport No. TK4068669

[redacted]

姓/Surname
TSUCHIDA

名/Given name
SHINJI

国籍/Nationality
JAPAN

生年月日/Date of birth
14 MAY 1956

性別/Sex
M

本籍/Registered Domicile
OSAKA

発行年月日/Date of issue
24 FEB 2011

有効期間満了日/Date of expiry
24 FEB 2021

発行官庁/Authority
MINISTRY OF
FOREIGN AFFAIRS

所持人自署/Signature of bearer
土田 伸治

P<JPNTSUCHIDA<<SHINJI<<<<<<<<<<<<<<<<<<<<<<<

TK40686692JPN5605145M2102241<<<<<<<<<<<<<<04

Annex-F

NC & Maga Co., Ltd.
List of shareholders

Annex F

Sr.	Name & Address	Incorporation Certificate No.	Shareholding ratio
1	Nippon Concrete IndustriesCo.,Ltd NC Shibaura Building, 4-6-14, Minato-ku, Tokyo, Japan	Japanese 0104-01-022551	60%
2	MaGa Manufacturing Co., Ltd Lot No. 104, Wat Ma SoutWinhtauk Street, HlaingTharyar Industrial Zone (4), HlaingTharyar Township Yangon, Myanmar	Myanmar 445/2004-2005	40%

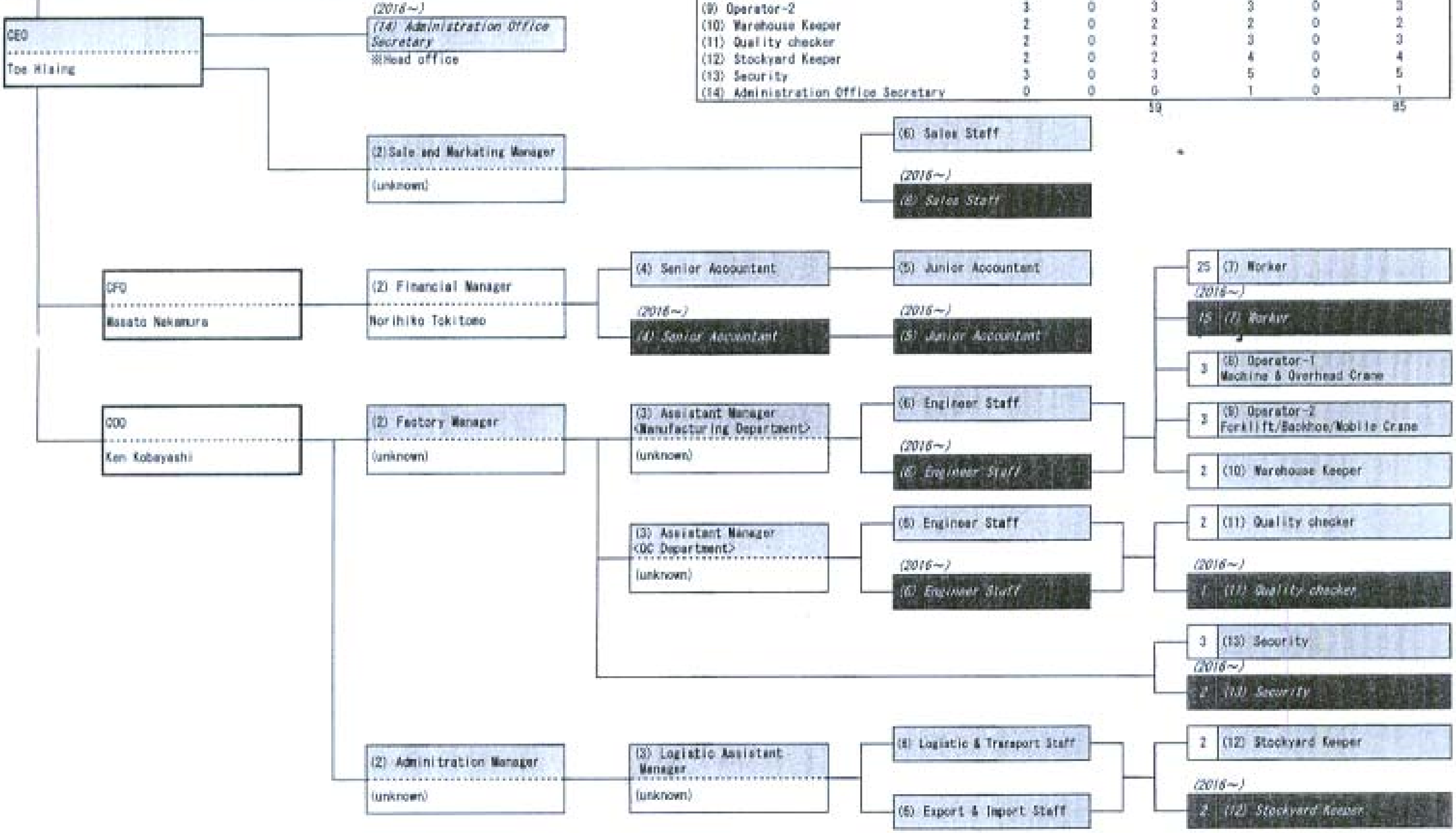
Organization Chart of NC & MaGa

1/13/2015

Enrollment	YEAR OF2015 LOCAL	YEAR OF2015 FOREIGN	YEAR OF2015 TOTAL	YEAR OF2016 LOCAL	YEAR OF2016 FOREIGN	YEAR OF2016 TOTAL
(1) Board of Directors	2	3	5	2	3	5
(2) Manager	3	1	4	3	1	4
(3) Assistant Manager	3	0	3	3	0	3
(4) Senior Accountant	1	0	1	2	0	2
(5) Junior Accountant	1	0	1	2	0	2
(6) Staff	5	0	5	8	0	8
(7) Worker	25	0	25	40	0	40
(8) Operator-1	3	0	3	3	0	3
(9) Operator-2	3	0	3	3	0	3
(10) Warehouse Keeper	2	0	2	2	0	2
(11) Quality checker	2	0	2	3	0	3
(12) Stockyard Keeper	2	0	2	4	0	4
(13) Security	3	0	3	5	0	5
(14) Administration Office Secretary	0	0	0	1	0	1
			59			85

Board of Director

1) Chairman : Mr. Shinji Tsuchida
2) Member : Mr. Toe Hlaing
3) Member : Mr. Kyaw Kyaw Oo
4) Member : Mr. Ken Kobayashi
5) Member : Mr. Masato Nakamura



Annex-G

NC & MaGa Co., Ltd. Annex G-I

Investment Plan

Sr.	Particulars	In Kind/ in cas	Year 1	Year 2	Year 3	Total
			US$	US$	US$	US$
1	Machines & Equipment	In kind	915,000	382,620	555,480	1,853,100
2	Building		325,000	167,380	544,520	1,036,900
3	Vechiles		110,000	0	0	110,000
4	Raw Material revolving		417,350	200,000	427,050	1,044,400
5	Working capital		178,800	693,600	1,083,200	1,955,600
	TOTAL		1,946,150	1,443,600	2,610,250	6,000,000

NC & MaGa Co., Ltd.
Machine and equipment list

Annex G-2

Sr.	Name	Specification	A/U	Unit Prices US$	Total US$
	Year 1				
1	POWER SUPPLY FACILITY: AIR COMPRESSOR	10m3/min. minimum, capacity of 6m3/min, 6bars	1 pc	15,000	15,000
2	POWER SUPPLY FACILITY: GENERATOR	300kVA, light oil generator	1 pc	33,000	33,000
3	POWER SUPPLY FACILITY: POWER RECEIVER	low voltage transformer 11kV to 380V	1 pc	24,000	24,000
4	CONCRETE BATCHING PLANT	2m3 CONCRETE MIXING CAPACITY 80m3/h, 195kW	1 set	331,000	331,000
5	AUTOMATIC CAGE FORMING MACHINERIES	For diameter 400mm - 800mm of mould	1 set	145,000	145,000
6	OVERHEAD CRANE	7.5T + 7.5T =15T, LK=19.5M, 1-7.5M	1 pc	50,000	50,000
7	MOULD SPINNING MACHINE	Single mould spinning type, diameter 300mm - 600mm of	1 set	70,000	70,000
8	TENSIONING DEVICES	100t & 300t center hole jack Pile's stressing rod, anchor plate, tension plate, etc	1 set	48,500	48,500
9	QUALITY CHECK FACILITY	3000kN vertical loading capacity	1 set	12,000	12,000
10	STEAMING FACILITY	2t/hour * 1.6MPa	1 set	30,000	30,000
11	MOULDS	for pile & for pole, φ190, 1/75 taper	1 set	148,000	148,000
12	Work tools	Work table for pole's wire-cage forming Work table for pile's wire-cage forming , etc	1 set	8,500	8,500
	Sub-total				915,000
	Year 2				
1	POWER SUPPLY FACILITY: AIR COMPRESSOR	10m3/min. minimum, capacity of 6m3/min, 6bars	1 pc	15,000	15,000
2	CONCRETE BATCHING PLANT	One Silo for ADMIXTURE EXTRA Concrete installation trolley ,etc	1 set	54,500	54,500
3	OVERHEAD CRANE	1T + 1T =2T, LK=19.5M, 1-7.5M 3t hoist/Suspention crane	1 set	18,000	18,000
4	MOULD SPINNING MACHINE	EXTRA Single mould spinning type, diameter 300mm - 600mm of mould	1 set	70,000	70,000
5	TENSIONING DEVICES	Pile's stressing rod, anchor plate, tension plate, etc	1 set	23,420	23,420
6	MOULDS	EXTRA for pile & for pole, φ190, 1/75 taper	1 set	157,200	157,200
7	Work tools	EXTRA Work table for pole's wire-cage forming Work table for pile's wire-cage forming , etc	1 set	11,500	11,500
8	END PLATE PROCESSOR	Flat plate cutter & End plate side band former Scime welder	1 set	33,000	33,000
	Sub-total				382,620

NC & MaGa Co., Ltd.
Machine and equipment list

Annex G-2

Sr.	Name	Specification	A/U	Unit Prices US$	Total US$
	Year 3				
1	POWER SUPPLY FACILITY: GENERATOR	300kVA, light oil generator	1 pc	33,000	33,000
2	CONCRETE BATCHING PLANT	EXTRA Cement Silo EXTRA Bucket elevator Screw conveyor for cement	1 set	43,500	43,500
3	OVERHEAD CRANE	7.5T + 7.5T =15T, LK=19.5M, l-7.5M 4t (= 2t + 2t) + 10t (5t + 5t), LK=19.5M, l-7.5M	1 set	105,000	105,000
4	TENSIONING DEVICES	EXTRA 100t & 300t center hole jack and Pile's stressing rod, anchor plate, tension plate, etc	1 set	56,380	56,380
5	QUALITY CHECK FACILITY	EXTRA 3000kN vertical loading capacity	1 set	12,000	12,000
6	STEAMING FACILITY	Steam curring chambers with rids/ 20 piles*4chambers	1 set	50,000	50,000
7	MOULDS	EXTRA for pile & for pole, φ190, 1/75 taper	1 set	250,600	250,600
8	Work tools	EXTRA Air-wrench, and other tools	1 set	5,000	5,000
	Sub-total				555,480
	TOTAL				1,853,100

NC & MaGa Co., Ltd.
Machine and equipment list

Annex G-2

Sr.	Name	Specification	A/U	Unit Prices US$	Total US$
	Year 3				
1	POWER SUPPLY FACILITY: GENERATOR	300kVA, light oil generator	1 pc	33,000	33,000
2	CONCRETE BATCHING PLANT	EXTRA Cement Silo EXTRA Bucket elevator Screw conveyor for cement	1 set	43,500	43,500
3	OVERHEAD CRANE	7.5T + 7.5T =15T, LK=19.5M, l-7.5M 4t (= 2t + 2t) + 10t (5t + 5t), LK=19.5M, l-7.5M	1 set	105,000	105,000
4	TENSIONING DEVICES	EXTRA 100t & 300t center hole jack and Pile's stressing rod, anchor plate, tension plate, etc	1 set	56,380	56,380
5	QUALITY CHECK FACILITY	EXTRA 3000kN vertical loading capacity	1 set	12,000	12,000
6	STEAMING FACILITY	Steam curring chambers with rids/ 20 piles*4chambers	1 set	50,000	50,000
7	MOULDS	EXTRA for pile & for pole, φ190, 1/75 taper	1 set	250,600	250,600
8	Work tools	EXTRA Air-wrench, and other tools	1 set	5,000	5,000
	Sub-total				555,480
	TOTAL				1,853,100

NC & MaGa Co., Ltd.
Building & Civil list

Annex G-3

Sr.	Name	Specification				A/U	Unit Prices US$	Total US$
	Year - 1							
1	MANUFACTURING PLANT	Pillar's foundation, Factry Roof, Spinning machine's base, Torolley's railway & base , etc	20m * 42m	one-story	Steel	1 set	275,000	275,000
2	Administration Office	Office facility ,Café & toilet ,Entrance gate and fence	12m * 16m	two-stories	R.C.	1 set	32,000	32,000
3	DRAINAGE	Processing water drainages 3 layers water treatment system				1 set	15,000	15,000
4	OFFICE FACILITIES/FURNITUR	Chair, table, air-conditioner, and so				1 set	3,000	3,000
	Sub-total							325,000
	Year - 2							
1	MANUFACTURING PLANT	Expansion Pillar's foundation ,Factry Roof , Spinning machine's base, Torolley's railway & base	10m * 42m	one-story	Steel	1 set	167,380	167,380
	Sub-total							167,380
	Year - 3		10m*21m*16	one-story	Steel			
1	POWER SUPPLY FACILITY: GE	300kVA, light oil generator				1 pc	33,000	33,000
2	CONCRETE BATCHING PLANT	EXTRA Cement Silo EXTRA Bucket elevator Screw conveyor for cement				1 set	43,500	43,500
3	OVERHEAD CRANE	7.5T + 7.5T =15T, LK=19.5M, l-7.5M 4t (= 2t + 2t) + 10t (5t + 5t), LK=19.5M, l-7.5M				1 set	105,000	105,000
4	TENSIONING DEVICES	EXTRA 100t & 300t center hole jack and Pile's stressing rod, anchor plate, tension plate, etc				1 set	56,380	56,380
5	QUALITY CHECK FACILITY	EXTRA 3000kN vertical loading capacity				1 set	12,000	12,000
6	STEAMING FACILITY	Steam curring chambers with rids/ 20 piles*4chambers				1 set	50,000	50,000
7	MOULDS	EXTRA for pile & for pole, φ190, 1/75 taper				1 set	250,600	250,600
8	Work tools	EXTRA Air-wrench, and other tools				1 set	5,000	5,000
	Sub-total							555,480
	Total							1,047,860

NC & MaGa Co.,Ltd
Mobiles

Annex G - 4

Sr.No	Name	Specification	A/U	Unit Prices US$	Total US$
1	Forklift	capacity : 5t	1 set	30,000	30,000
2	Power loader/Wheel loader	capacity : 3t	1 set	30,000	30,000
3	Mobile Crane	capacity : 25t	1 set	50,000	50,000
	TOTAL				**110,000**

NC & MaGa Co., Ltd.

Salary for Year 2

Annex G-5-2

Selling, Marketing and Administration

US$

Sr.	Name	No	US$/month	US$/Year
I	Foreign personnel			
	1 Chairman	1		
	2 CFO (Chief Finacial Officer)	1	1,600	19,200
	3 COO (Chief Operating Officer)	1	1,600	19,200
	4 Manager	1	1,000	12,000
	Sub-total	4		50,400
II	Local personnel			
	1 CEO	1	2,000	24,000
	2 Director	1		
	3 Manager	3	1,100	39,600
	4 Assistant Manager	3	770	27,720
	5 Senior Accountant Staff	2	550	13,200
	6 Junior Accountant Staff	2	275	6,600
	7 Staff (Engineer, Logistic , Export&Import)	8	220	21,120
	8 Secretary	1	1,100	13,200
	Sub-total	21		145,440
	Total	25		195,840

Production

Sr.	Name	No	US$/month	US$/Year
I	Foreign personnel			
	1 Operator-1; Machine & Overhead Crane	3	330	11,880
	2 Operator-2; Forklift,/Backhoe/Mobile Crane	3	330	11,880
	Sub-total	6		23,760
II	Local personnel			
	1 Worker	40	165	79,200
	2 Warehouse keeper	2	220	5,280
	3 Stockyard keeper	4	220	10,560
	4 Quality Checker	3	220	7,920
	5 Security	5	165	9,900
	Sub-total	54		112860
	Total	60		136,620

Total foreign staff	10
Total local staff	75

NC & MaGa Co., Ltd. Annex G-5-1

Salary for Year 1

Selling, Marketing and Administration US$

Sr.	Name	No	US$/month	US$/Year
I	Foreign personnel		-	-
	1 Chairman	1		
	2 CFO(Chief Finacial Officer)	1	1,600	19,200
	3 COO(Chief Operating Officer)	1	1,600	19,200
	4 Manager	1	1,000	12,000
	Sub-total	4	4200	50,400
II	Local personnel			
	1 CEO (Chief Executieve Officer)	1	2,000	24,000
	2 Director	1		
	3 Manager	3	1,000	36,000
	4 Assistant Manager	3	700	25,200
	5 Senior Accountant Staff	1	500	6,000
	6 Junior Accountant Staff	1	250	3,000
	7 Staff (Engineer, Logistic , Export&Import)	5	200	12,000
	8 Secretary			
	Sub-total	15		106,200
	Total			156,600

Production

Sr.	Name	No	US$/month	US$/Year
I	Local personnel			
	1 Operator-1; Machine & Overhead Crane	3	300	10,800
	2 Operator-2; Forklift,/Backhoe/Mobile Crane	3	300	10,800
	3 Worker	25	150	45,000
	4 Warehouse keeper	2	200	4,800
	5 Stockyard keeper	2	200	4,800
	6 Quality Checker	2	200	4,800
	7 Security	3	150	5,400
	TOTAL	40		86,400

Total foreign staff	4
Total local staff	55

NC & MaGa Co., Ltd. Annex G-5-3

Salary for year 3

Selling, Marketing and Administration US$

Sr.	Name	No	US$/month	US$/Year
I	Foreign personnel			
	1 Chairman	1		
	2 CFO (Chief Financial Officer)	1	1,600	19,200
	3 COO (Chief Operating Officer)	1	1,600	19,200
	4 Manager	1	1,000	12,000
	Sub-total	4		50,400
II	Local personnel			
	1 CEO (Chief executive officer)	1	2,000	24,000
	2			
	3 Manager	3	1,210	43,560
	4 Assistant Manager	3	847	30,492
	5 Senior Accountant Staff	2	605	14,520
	6 Junior Accountant Staff	2	303	7,260
	7 Staff (Engineer, Logistic , Export&Import)	8	242	23,232
	8 Secretary	1	1,210	14,520
	Sub-total	20		157,584
	TOTAL	24		207,984

Production US$

Sr.	Name	No	US$/month	US$/Year
I	Local personnel			
	1 Operator-1; Machine & Overhead Crane	3	363	13,068
	2 Operator-2; Forklift,/Backhoe/Mobile Crane	4	363	17,424
	3 Worker	60	182	130,680
	4 Warehouse keeper	2	242	5,808
	5 Stockyard keeper	4	242	11,616
	6 Quality Checker	3	242	8,712
	7 Security	5	182	10,890
	TOTAL	81		198198

NC & MaGa Co., Ltd. Annex G-6

Annual Raw Material/Supplies Requirment to be imported

Sr..	Name	A/U	Unit Pirces US$	Year 1 Qty	Year 1 Total US$	Year 2 Qty	Year 2 Total US$	Year 3 Qty	Year 3 Total US$
1	Steel (wires)	kg	1.00	226,000	226,000.00	678,000	678,000.00	1,017,000	1,017,000.00
2	End plates (for pile)	pc	22.00	4,000	88,000.00	12,000	264,000.00	18,000	396,000.00
3	Accessories (for pole)	set	23.00	2,000	46,000.00	6,000	138,000.00	9,000	207,000.00
	TOTAL			232,000	360,000.00	696,000	1,080,000.00	1,044,000	1,620,000.00

Annual Raw Material/Supplies Requirment (local purchase)

Sr..	Name	A/U	Unit Pirces US$	Year 1 Qty	Year 1 Total US$	Year 2 Qty	Year 2 Total US$	Year 3 Qty	Year 3 Total US$
1	Gravel (coarse aggregate)	kg	0.025	4,071,200	101,780.00	12,213,600	305,340.00	18,320,400	458,010.00
2	Sand	kg	0.006	3,727,800	22,366.80	11,183,400	67,100.40	16,775,100	100,650.60
3	Cement	kg	0.130	2,321,200	301,756.00	6,963,600	905,268.00	10,445,400	1,357,902.00
4	Silica fume (strength enhancement materia	kg	1.800	24,400	43,920.00	73,200	131,760.00	109,800	197,640.00
5	Admixture (Water reducing agent)	kg	1.700	46,600	79,220.00	139,800	237,660.00	209,700	356,490.00
	TOTAL			10,191,200	549,043	30,573,600	1,647,128	45,860,400	2,470,693

NC & MaGa Co., Ltd.

Usage for per unit

Usage for per unit of Pole

No	Raw material Name	A/T	Qty
1	Steel (wires)	Kg	56.00
2	End plates (for pile)	Pcs	0.00
3	Accessories (for pole)	Set	1.00
4	Gravel (coarse aggregate)	Kg	443.40
5	Sand	Kg	406.00
6	Cement	Kg	252.80
7	Silica fume (strength enhancement materi	Kg	2.70
8	Admixture (Water reducing agent)	Kg	5.10

Usage for per unit of Pile

No	Raw material Name	A/T	Qty
1	Steel (wires)	Kg	57.00
2	End plates (for pile)	Pcs	2.00
3	Accessories (for pole)	Set	0.00
4	Gravel (coarse aggregate)	Kg	1,592.20
5	Sand	Kg	1,457.90
6	Cement	Kg	907.80
7	Silica fume (strength enhancement materi	Kg	9.50
8	Admixture (Water reducing agent)	Kg	18.20

NC & MaGa Co., Ltd.

Annex-G-7

Production and Sales

Sr.	Name	A/U	Selling Price US$	Year 1	
				Qty	Amount
				100% Local Sale	US$
1	Concrete Pole	pcs	298.25	2,000	596,500.00
2	Concrete Pile	pcs	624.00	2,000	1,248,000.00
	TOTAL			4,000	1,844,500.00

Sr.	Name	A/U	Selling Price US$	Year 2	
				Qty	Amount
				100% Local Sale	US$
1	Concrete Pole	pcs	298.25	6,000	1,789,500.00
2	Concrete Pile	pcs	624.00	6,000	3,744,000.00
	TOTAL			12,000	5,533,500.00

Sr.	Name	A/U	Selling Price	Year 3	
				Qty	Amount
				100% Local Sale	US$
1	Concrete Pole	pcs	298.25	9,000	2,684,250.00
2	Concrete Pile	pcs	624.00	9,000	5,616,000.00
	TOTAL			18,000	8,300,250.00

& MaGa Co., Ltd. Annex-G-8

preciation

US$

Particulars	Rate	Year 1		Year 2		Year 3-5		Year 6		Year 7		Year 8-10	
		Value	Depn Amt	Value	Depn Amt	Value	Depn Amt	Value	Depn Amt	Value	Depn Amt	Value	Depn Amt
Machines	10%	650,000	65,000	650,000	65,000	650,000	65,000	650,000	65,000	650,000	65,000	650,000	65,000
	10%			175,500	17,550	175,500	17,550	175,500	17,550	175,500	17,550	175,500	17,550
	10%					198,500	19,850	198,500	19,850	198,500	19,850	198,500	19,850
							-		-		-		-
Building	10%	325,000	32,500	325,000	32,500	325,000	32,500	325,000	32,500	325,000	32,500	325,000	32,500
	10%			167,380	16,738	167,380	16,738	167,380	16,738	167,380	16,738	167,380	16,738
	10%					544,520	54,452	544,520	54,452	544,520	54,452	544,520	54,452
							-		-		-		-
Equipment	20%	265,000	53,000	265,000	53,000	265,000	53,000		-		-		-
	20%			207,120	41,424	207,120	41,424	207,120	41,424		-		-
	20%				-	356,980	71,396	356,980	71,396	356,980	71,396	356,980	71,396
							-		-		-		-
Vechiles	10%	110,000	11,000	110,000	11000	110000	11,000	110000	11,000	110000	11,000	110000	11,000
	10%			0			-		-		-		-
	10%						-		-		-		-
													-
TOTAL			161,500		237,212		382,910		329,910		288,486		288,486

NC & MaGa Co., Ltd
Profit & Loss Statement

Annex G-9

US$ | US$

Sr	Particulars	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
I	Income										
	Sales from Concrete Poles	596,500	1,789,500	2,684,250	2,684,250	2,684,250	2,684,250	2,684,250	2,684,250	2,684,250	2,684,250
	Sales from Concrete Piles	1,248,000	3,744,000	5,616,000	5,616,000	5,616,000	5,616,000	5,616,000	5,616,000	5,616,000	5,616,000
	Less: Commercial tax (5%)	(87,833)	(263,500)	(395,250)	(395,250)	(395,250)	(395,250)	(395,250)	(395,250)	(395,250)	(395,250)
	Net income	1,756,667	5,270,000	7,905,000	7,905,000	7,905,000	7,905,000	7,905,000	7,905,000	7,905,000	7,905,000
II	Expenditure										
	Raw materials (import)	360,000	1,080,000	1,620,000	1,620,000	1,620,000	1,620,000	1,620,000	1,620,000	1,620,000	1,620,000
	Raw materials (local purchase)	549,043	1,647,128	2,470,693	2,470,693	2,470,693	2,470,693	2,470,693	2,470,693	2,470,693	2,470,693
	Labor (admin & marketing)	106,200	195,840	207,984	207,984	207,984	207,984	207,984	207,984	207,984	207,984
	Labor (production)	86,400	136,620	198,198	198,198	198,198	198,198	198,198	198,198	198,198	198,198
	Depreciation	161,500	237,212	382,910	382,910	382,910	329,910	288,486	288,486	288,486	288,486
	Electricity	64,000	193,000	289,000	289,000	289,000	289,000	289,000	289,000	289,000	289,000
	Accessories	46,000	138,000	207,000	207,000	207,000	207,000	207,000	207,000	207,000	207,000
	Transporation	210,800	632,400	948,600	948,600	948,600	948,600	948,600	948,600	948,600	948,600
	Operation supplies	54,000	161,000	241,000	241,000	241,000	241,000	241,000	241,000	241,000	241,000
	Repairs	55,000	166,000	249,000	281,000	281,000	281,000	281,000	281,000	281,000	281,000
	Land rent	97,733	97,733	97,733	97,733	97,733	97,733	97,733	97,733	97,733	97,733
	Other expenese	19,000	33,000	55,000	39,000	39,000	39,000	39,000	39,000	39,000	39,000
	Total expenditure	1,809,676	4,717,934	6,967,118	6,983,118	6,983,118	6,930,118	6,888,694	6,888,694	6,888,694	6,888,694
	Profit before tax	(53,009)	552,066	937,882	921,882	921,882	974,882	1,016,306	1,016,306	1,016,306	1,016,306
	Income tax (25%)						243,721	254,077	254,077	254,077	254,077
	Profit after tax	(53,009)	552,066	937,882	921,882	921,882	731,162	762,230	762,230	762,230	762,230
	CSR Provision (2% on profit after tax)		11,041	18,758	18,438	18,438	14,623	15,245	15,245	15,245	15,245
	Profit after tax and CSR		541,025	919,125	903,445	903,445	716,538	746,985	746,985	746,985	746,985

NC & MaGa Co., Ltd.
Cash Flow Statement

Annex G-10
US$

	Construction	Year 1	Year 2	Year 3	Year 4	Year 5
Cash in flow	-	108,491	789,278	1,320,792	1,304,792	1,304,792
Profit after tax		(53,009)	552,066	937,882	921,882	921,882
Depreciation		161,500	237,212	382,910	382,910	382,910
Cash out flow	1,946,150	-	1,443,600	2,610,250	-	-
Investment	1,946,150		1,443,600	2,610,250		
Net cash flow	(1,946,150)	108,491	(654,322)	(1,289,458)	1,304,792	1,304,792
Accumulated cash flow	(1,946,150)	(1,837,659)	(2,491,981)	(3,781,438)	(2,476,646)	(1,171,854)

Recoupment period = 7th year

NC & MaGa Co., Ltd.
Cash Flow Statement

US$

	Year 6	Year 7	Year 8	Year 9	Year 10
Cash in flow	1,061,072	1,050,716	1,050,716	1,050,716	1,050,716
Profit after tax	731,162	762,230	762,230	762,230	762,230
Depreciation	329,910	288,486	288,486	288,486	288,486
Cash out flow	-	-	-	-	-
Investment					
Net cash flow	1,061,072	1,050,716	1,050,716	1,050,716	1,050,716
Accumulated cash flow	(110,782)	939,934	1,990,649	3,041,365	4,092,081

Recoupment period = 7th year

NC & MaGa Co., Ltd. Annex G-11

IRR Rate

Period	Net Cash Flow	5%		15%	
		DF	DCF	DF	DCF
Constuction	-1946149.98	1.00000	(1,946,150)	1.00000	-1946150
Year 1	108490.7487	0.952381	103,325	0.86957	94339.78
Year 2	-654321.518	0.907029	(593,489)	0.75614	-494761
Year 3	-1289457.718	0.863838	(1,113,882)	0.65752	-847839
Year 4	1304792.282	0.822702	1,073,456	0.57175	746019.2
Year 5	1304792.282	0.783526	1,022,339	0.49718	648712.4
Year 6	1061071.712	0.746215	791,788	0.43233	458730.6
Year 7	1050715.712	0.710681	746,724	0.37594	395003
Year 8	1050715.712	0.676839	711,166	0.32690	343480.8
Year 9	1050715.712	0.644609	677,301	0.28426	298679
Year 10	1050715.712	0.613913	645,048	0.24718	259720.9
			2,117,625		-44064.9

IRR Rate = 14.80 %

Annex-H

Draft

Lease Agreement for Land

BETWEEN

MaGa Manufacturing Co., Ltd.

AND

NC & MaGa Co., Ltd.

For operating manufacturing precast concrete products/ pole, piles and others under the Union of Myanmar Foreign Investment Law

1.1 "LEASE AGREEMENT" shall mean this LAND LEASE AGREEMENT. All of the annexes attached to this LEASE AGREEMENT shall also form the integral parts of this LEASE AGREEMENT.

1.2 "THE PARTIES" shall mean collectively the LESSOR and the LESSEE and "THE PARTY" shall mean the LESSOR or the LESSEE as the context requires. "THIRD PARTY" shall mean any party/person which/who is not a party to this LEASE AGREEMENT.

1.3 "PROJECT" shall mean investment for operation of **"manufacturing precast concrete products/poles, piles and others"** under the Union of Myanmar Foreign Investment Law.

1.4 "LAND" shall mean the parcel of land measuring an approximate area of 9.66 acres situated at Plot No. S.2, Kyauk Tan Industrial Area, Mawlamyine, Mon State.

1.5 "FIL" shall mean Union of Myanmar Foreign Investment Law.

1.6 "MIC" shall mean Union of Myanmar Investment Commission.

Article 2. WARRANTY AND REPRESENTATION

2.1 Each party represents and warrants to the other party that it is a legal person duly authorized under the relevant laws and has the right, power, sound financial standing and authority to enter into this LEASE AGREEMENT.

2.2 The LESSOR ensures that the LESSEE shall peacefully and quietly enjoy the lease of the LAND during the lease period and extension thereof without any disturbances or interruption.

Article 3. LEASE OF LAND

3.1 In consideration of the payments referred to in Article 8 and subject to covenants and fulfillment of the terms and conditions of this LEASE AGREEMENT, the LESSOR hereby leases to the LESSEE the land situated at Plot No. S.2, Kyauk Tan Industrial Area, Mawlamyine, Mon State with a total area of **9.66 acres** as marked on the map attached hereto as **Annex 1** (the LAND) and the LESSEE agrees to take on the lease for establishment and operation of **"manufacturing precast concrete products/ poles, piles and others"** subject to the approval of the relevant authorities and the terms and conditions of this LEASE AGREEMENT.

Article 4. CONDITIONS PRECEDENT

4.1 This LEASE AGREEMENT is conditional upon receipt of all necessary and requisite approval for the PROJECT from relevant government authorities in the Union of Myanmar.

Article 5. EFFECTIVE DATE

5.1 This LEASE AGREEMENT shall come into force and become effective on the date of signing by both the parties hereto having been authenticated by witnesses after obtaining the approvals and permits from relevant government authorities of the Republic of the Union of Myanmar.

Article 6. TERM

6.1 This LEASE AGREEMENT shall come into force and effect on the date of its signing and 1st year lease period shall become effective on that date subject to the permit having obtained by the LESSEE from the MIC under FIL.

6.2 The term of the lease shall be for an initial period of thirty (30) years renewal for another 2 ten years term commencing from the effective date of this LEASE AGREEMENT.

6.3 The LESSEE shall be given the option to extend the lease by giving a notice stating proposed period of extension. In case the LESSEE opts to extend the lease for another extendable term stipulated in Article 6.2 within one year before the expiration of the term in effect, the LESSOR shall extend the lease under the same terms and conditions subject to the approval of MIC.

Article 7. GOVERNING LAW AND JURISDICTION

7.1 This LEASE AGREEMENT shall be governed by and construed in all respects in accordance with the laws of the Republic of the Union of Myanmar.

7.2 The parties hereto hereby agree to submit to the jurisdiction of the relevant Court of Myanmar and all courts competent to hear appeals therefrom.

Article 8. LEASE PAYMENT

In consideration of the LESSOR entering into this LEASE AGREEMENT, the LESSEE shall make the following payments to the LESSOR.

8.1 ANNUAL RENT

8.1.1 The LESSOR and the LESSEE agree that the annual rent fees shall be calculated at the rate of **US$ 2.5** per square meter per year for the first 3years.

Calculation for the annual rent for land			
	Square meter	Rate (US$/ square meter/ year)	Amount (US$)/Year
Uncovered area	**39,093**	**2.5**	**97,733**

8.1.2 For the first18 months of the leasing term, the rent shall be discounted at50 %, and lump sum rent for that 18 months shall be paid when the LESSEE receives MIC approval and takes over the land.

8.1.3 The rent for following years in rest of the term shall be paid annually within first month of the respective year.

8.1.4 For every subsequent term of 3 (three) years' lease, the rent may be reviewed for adjustment to be made with the consent of both parties.

Article 9. OBLIGATIONS AND RIGHTS OF THE LESSEE

The LESSEE hereby covenants with the LESSOR for the followings:-

9.1 The LESSEE shall start its activities without undue delay after the permit is granted by the MIC.

9.2 The LESSEE shall make its investment in the manner prescribed under the FIL.

9.3 The LESSEE observing and performing the conditions herein contained such as but not limited to paying the rent hereby reserved, shall peaceably and quietly possess and enjoy the use of the LAND.

9.4 The LESSEE shall have the right to construct buildings deemed necessary and appropriate for the implementation and operation of its BUSINESS.

9.5 The LESSEE shall note that the investment under this LEASE AGREEMENT and all its economic operations carried out in pursuant thereof shall be governed and construed by the existing laws of the Republic of the Union of Myanmar and modifications made thereto from time to time.

9.6 The LESSEE shall provide the LESSOR or other agencies of the Government of the Union of Myanmar such information or data as may reasonably be requested of it in connection with its operations covered by this LEASE AGREEMENT.

9.7 The LESSEE shall not have the right to sell, assign, transfer or otherwise dispose of all or any part of its rights and interests under this LEASE AGREEMENT to any of its affiliates or any other party without the prior approval of the LESSOR and the permission from the MIC.

9.8 The LESSEE shall allow inspection of its operation by such an agency of the Government of the Republic of the Union of Myanmar when reasonably called upon or required under any law to do so..

9.9 The LESSEE shall strictly comply with the laws, rules and regulations of the government and local authorities and observe the order of the LESSOR relating to compliance with this LEASE AGREEMENT.

9.10 The LESSEE shall ensure that its foreign personnel and their families abide by the Laws of the Republic of the Union of Myanmar and they do not interfere in the internal affairs of the Republic of the Union of Myanmar.

9.11 The LESSEE shall procure all necessary insurance set forth under the FIL, Myanmar Insurance Laws, directives and orders issued under these laws.

9.12 The LESSEE must take reasonable measures to prevent environmental pollution due to discharge of waste materials from the BUSINESS.

9.13 The LESSEE shall pay all municipal taxes, rates as well as assessments except land tax mentioned in Article 10.2 of this LEASE AGREEMENT during the period of this LEASE AGREEMENT.

9.14 On the leased land, the LESSEE shall not carry out any activity which is not related to project approved by MIC.

9.15 Apart from the business permitted by the MIC, the LESSEE shall not extract above/ underground natural resources at the leased land.

9.16 The LESSEE shall inform the MIC within 24 hours if natural mineral resource or antique objects or antique buildings which are not related to the permitted business or included in the original agreement is found above and under LAND. If the MIC permits with the consent of respective union ministry, BUSINESS can be continued on the said land. If such permission is not granted, BUSINESS shall be moved to the site arranged for replacement.

9.17 After obligations in the agreement have been discharged and lease is terminated, leased land shall be transferred to the LESSOR within 7 days from the completion of the settlement.

9.18 If this agreement is terminated before expiry of the term for any reason, rent shall be settled in accordance with the stipulation contained in this Lease Agreement in order not to cause damage to the LESSEE before transferring.

9.19 Upon expiring of leasing term, LESSEE shall reinstate the land to original state prior to transferring.

Article 10. OBLIGATIONS OF THE LESSOR

On the condition that the LESSEE paying the rent given and performing and observing the covenants, conditions and agreement herein contained, the LESSOR hereby covenants with the LESSEE as follows:

10.1 The LESSOR shall provide vacant possession of the LAND to the LESSEE free and clear of all encumbrances, liens and claims of any kind whatsoever and all costs of compensation or relocation, if any, of existing tenants, lessees, licenses and all other occupiers of the LAND shall be borne by the LESSOR only.

10.2 The LESSOR shall pay the land revenue for the LAND.

10.3 The LESSOR shall use its best endeavors to ensure that the LESSEE has access to the necessary infrastructure such as approaches, water, electricity, telephone services, email and internet services provided by the relevant Government Authorities.

10.4 The LESSOR shall inform the MIC of having been transferred of the land within 7 days from the receipt of the leased land.

Article 11. DUTIES AND TAXES

11.1 The LESSEE shall be responsible for the payment of all stamp duties which may arise from signing of this LEASE AGREEMENT and for the payment of duties and taxes of all kinds which may arise from pursuing the object of the Land lease, the installations erected thereon and its operation.

Article 12. LAW OF PERFORMANCE

12.1 Each of the parties acknowledges and confirms that all the activities carried out under this LEASE AGREEMENT shall be in accordance with laws, rules, regulations, directives in force in the Republic of the Union of Myanmar.

12.2 The Parties undertake to act in good faith with respect to each other's rights under this LEASE AGREEMENT and to adopt all reasonable measures to ensure the realization of the objectives of this LEASE AGREEMENT.

Article 13. NATURAL RESOURCES

13.1 Mineral resources, treasures, gems and other natural resources discovered unexpectedly from, in or under the leased land during the terms of this LEASE AGREEMENT and extension thereof shall be the property of the Government of the Republic of the Union of Myanmar.

13.2 The LESSEE shall inform the MIC within 24 hours if natural mineral resource or antique objects or antique buildings which are not related to the permitted business or

included in the original agreement is found above and under LAND. If the MIC permits with the consent of respective union ministry, BUSINESS can be continued on the said land. If such permission is not granted, BUSINESS shall be moved to the site arranged for replacement.

Article 14. DEFAULT

14.1 It is mutually agreed that if LESSEE fails to a substantial extent to perform or observe the terms and conditions of this LEASE AGREEMENT and fails to rectify such non-performance or non-observance within thirty (30) days' notice in writing from the LESSOR of such default, the LESSOR shall be at liberty to re-enter upon and take possession of the land or any part thereof and this LEASE AGREEMENT shall thereupon cease and terminate, provided that such right of re-entry shall not prejudice any right of action or other remedy of the LESSOR for the recovery of rent due from the LESSEE up to date of such termination or in respect of any other breach by the LESSEE of the term and conditions of this LEASE AGREEMENT.

Article 15. RENEGOTIATION & MODIFICATON

15.1 In the event any situation or condition arises due to circumstances not envisaged in this LEASE AGREEMENT and warrants amendments to this LEASE AGREEMENT, the parties shall negotiate with a view to making the necessary amendments.

15.2 All modifications change and/or amendments to this LEASE AGREEMENT intended to be an integral part of this LEASE AGREEMENT shall only be valid if agreed and confirmed in writing by both parties with prior approval of the MIC.

Article 16. ARBITRATION

16.1 Any dispute, controversy or difference between the parties arising from or in connection with this LEASE AGREEMENT or for the breach hereof, shall be first resolved through mutual consultations and amicable settlement. In the event such dispute cannot be resolved to the mutual satisfaction of the parties, the matter shall be submitted for final settlement, upon written request of either party, to an arbitration committee composed of three (3) members, one selected by the LESSOR, another by the LESSEE, and the third by the two (2) arbitrators thus chosen. The language of the arbitration shall be English.

16.2 The arbitration proceedings shall be conducted in a place in Yangon, Myanmar acceptable to both parties and shall commence not later than ten (10) calendar days after the arbitration committee is constituted. The arbitration committee shall render its decision within thirty (30) calendar days after the parties have completed presenting their respective cases. The decision of the majority of the arbitration committee shall (i) be final, (ii) be binding upon the LESSOR and the LESSEE, and (iii) be enforceable against either party in any court of competent jurisdiction.

16.3 All expenses in connection with the arbitration proceedings, excluding the fees of the respective legal counsels of the parties but including the fees of the arbitrators, shall be borne by the party against whom the award is made.

16.4 In respect of matters not covered by the preceding paragraphs, the provisions of the Myanmar Arbitration Act 1944 (Myanmar Act No. IV of 1944) or any subsisting statutory modifications thereof shall apply.

Article 17. FORCE MAJEURE

17.1 A party hereto shall be excused from its obligations hereunder when and to the extent that performance thereof is delayed or prevented by any Force Majeure event, that is any event beyond the reasonable control of a party and which is unavoidable notwithstanding the reasonable care of the party affected. The word "Force Majeure" shall include, without limitation, earthquakes, storms, typhoons, floods, fires, civil unrest or disturbance, war outbreaks or other unpredicted disasters beyond anyone's control or prevention.

17.2 The party affected by any such Force Majeure event which seeks to excuse its performance under this LEASE AGREEMENT or under any of the provision hereof shall promptly notify within 14(fourteen) days after the occurrence of such event to the other party advising the latter of the excuse and the steps it will take to complete such performance. A party seeking the excuse will be excused with the approval of the other party from such performance to the extent such performance is delayed or prevented provided that the party so affected shall use reasonable practical efforts to complete such performance. Notwithstanding the foregoing, should such Force Majeure event remain more than six (6) months as from the date of such notification thereof, this LEASE AGREEMENT shall be deemed to be terminated but subject to re-negotiation for renewal at the end of such event.

Article 18. TERMINATION OF THE LEASE AGREEMENT

18.1 Save for a fundamental breach on the part of either party or in accordance with Article 18.2 hereunder, this LEASE AGREEMENT shall run for the entirety of the period as specified in the above Article 6 of this LEASE AGREEMENT.

18.2 The parties hereto may terminate this LEASE AGREEMENT by mutual agreement approved by the MIC on the following conditions:-

18.2.1 expiration of the lease period or extension thereof;

18.2.3 breach of a material term of this LEASE AGREEMENT by one of the Parties;

18.2.4 occurrence of Force Majeure for a period of more than six (6) months :

18.2.5 incapability of implementing the original aims and objectives of this LEASE AGREEMENT: or

18.2.6 by mutual consent, provided that both parties shall jointly submit an application for the termination of this LEASE AGREEMENT to the MIC in accordance with the FIL.

18.3 If the investment permit granted to LESSEE under the FIL is withdrawn for any justifiable reason, this LEASE AGREEMENT shall be deemed to have been terminated on the date of such withdrawal.

18.4 Application shall be submitted to the MIC at least 6 months in advance if desirous of terminating the business for not profitable or incurring loss or any other reason.

18.5 On termination of this LEASE AGREEMENT, the operation under this LEASE AGREEMENT shall be deemed to have ceased and the winding up of the operations shall be undertaken in accordance with the existing laws of the Republic of the Union of Myanmar.

Article 19. RETRANSFER OF LEASED PROPERTY

19.1 At the expiry of the LEASE AGREEMENT term or extension as mentioned in Article 6thereof, the LESSEE shall dispose or take away its fixtures on the land at its cost.

Article 20. ADDRESS FOR CORRESPONDENCE

All correspondence exchanged between the parties shall be, unless and until the party concerned gives notice of the change, sent to:-

Lessor
Address: ____________________________
Phone :
Fax :
Email :

Lessee

Address: ____________________
Phone :
Fax :
Email :

Article 21. COUNTERPARTS

21.1 This LEASE AGREEMENT written in English, considered as the official version, shall be executed in (two) separate counterparts which are exactly identical and each of which shall be deemed as original.

Article 22. LANGUAGE

22.1 All correspondence related to this LEASE AGREEMENT shall be in English.

Article 23. **MISCELLANEOUS MATTERS**

23.1 No exercise or failure to exercise or delay in exercising any right, power or remedy vested in any party under or pursuant to this LEASE AGREEMENT shall constitute a waiver by that party of that or any other right, power or remedy.

23.2 Each party shall from time to time upon the request of the other party execute any additional documents or instruments and do any other acts or things which may reasonably be required to effectuate the purpose of this LEASE AGREEMENT.

23.3 The provisions of this LEASE AGREEMENT shall be severable, and invalidity of any of the provisions of this LEASE AGREEMENT shall not affect the validity of the remaining provisions thereof.

23.4 Any party hereto at any time of any breach of any of the terms and conditions of this LEASE AGREEMENT shall not be interpreted as a waiver of any other terms and conditions of this LEASE AGREEMENT.

23.5 Matters not provided in this LEASE AGREEMENT shall be discussed in good faith and mutually agreed on by the parties.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands and affixed their seals on the day, the month and the year first above mentioned.

FOR AND ON BEHALF OF LESSOR	**FOR AND ON BEHALF OF LESSEE**
Kyaw Kyaw OO	**Mr. Shinji Tsuchida**
______________________	______________________
	Toe Hlaing Managing Director & CEO
	______________________

IN THE PRESENCE OF

…………………………	…………………………
Name …………………………	Name …………………………
Designation…………………	Designation…………………
Date …………………………	Date …………………………

DRAFT

LAND LEASE AGREEMENT

This LAND LEASE AGREEMENT (hereinafter referred to as LEASE AGREEMENT) is made on the .... day of 2015;

Between

MaGa Manufacturing Co., Ltd., a Myanmar company incorporated under the laws of Myanmar having its registered office at Lot No. 104, Wat Ma Sout Winhtauk Street, Hlaing Tharyar Industrial Zone (4), Hlaing Tharyar Township, Yangon region, Myanmar (hereinafter collectively referred to as the **"LESSOR"** which expression shall, unless repugnant to the context of the meaning thereof, be deemed to include its successors, permitted assigns and legal representative) of the one part,

and

NC & MaGa Co., Ltd. a private company limited by shares incorporated under the laws of Myanmar and having its registered office at Plot No. S.2, Kyauk Tan Industrial Area, Mawlamyine, Mon State (hereinafter referred to as the **"LESSEE"** which expression shall, unless repugnant to the context of the meaning thereof, be deemed to include its successors, permitted assigns and legal representatives) of the other part.

WITNESSETH that:-

WHEREAS the **LESSOR** represents that the is the legal and beneficial owner of Plot No. S.2, Kyauk Tan Industrial Area, Mawlamyine, Mon State having an area of 12.8 acres;

WHEREAS the LESSEE would like to make investment in the Republic of the Union of Myanmar under the Foreign Investment Law by establishing and operating **"manufacturing precast concrete products/poles, piles and others"** (hereinafter referred to as the **"Business")** subject to the approval of the Myanmar Investment Commission on **9.66 acres out of 12.8 acres mentioned above** (hereinafter referred to as the "LAND");

AND WHEREAS the LESSOR is willing to lease the LAND to the LESSEE upon the terms and conditions herein contained;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

Article 1. DEFINITIONS

Unless the context otherwise requires, the terms used in this LEASE AGREEMENT shall have the meanings set forth below:

ရုံးတံဆိပ်

ကျောက် တန်း စက် ရုံ စု
အကောင်အထည်ဖော်ရေးကော်မတီ
ရက်စွဲ၊ ၂၀၁၅ ခုနှစ် ဇန်နဝါရီလ ၇ ရက်

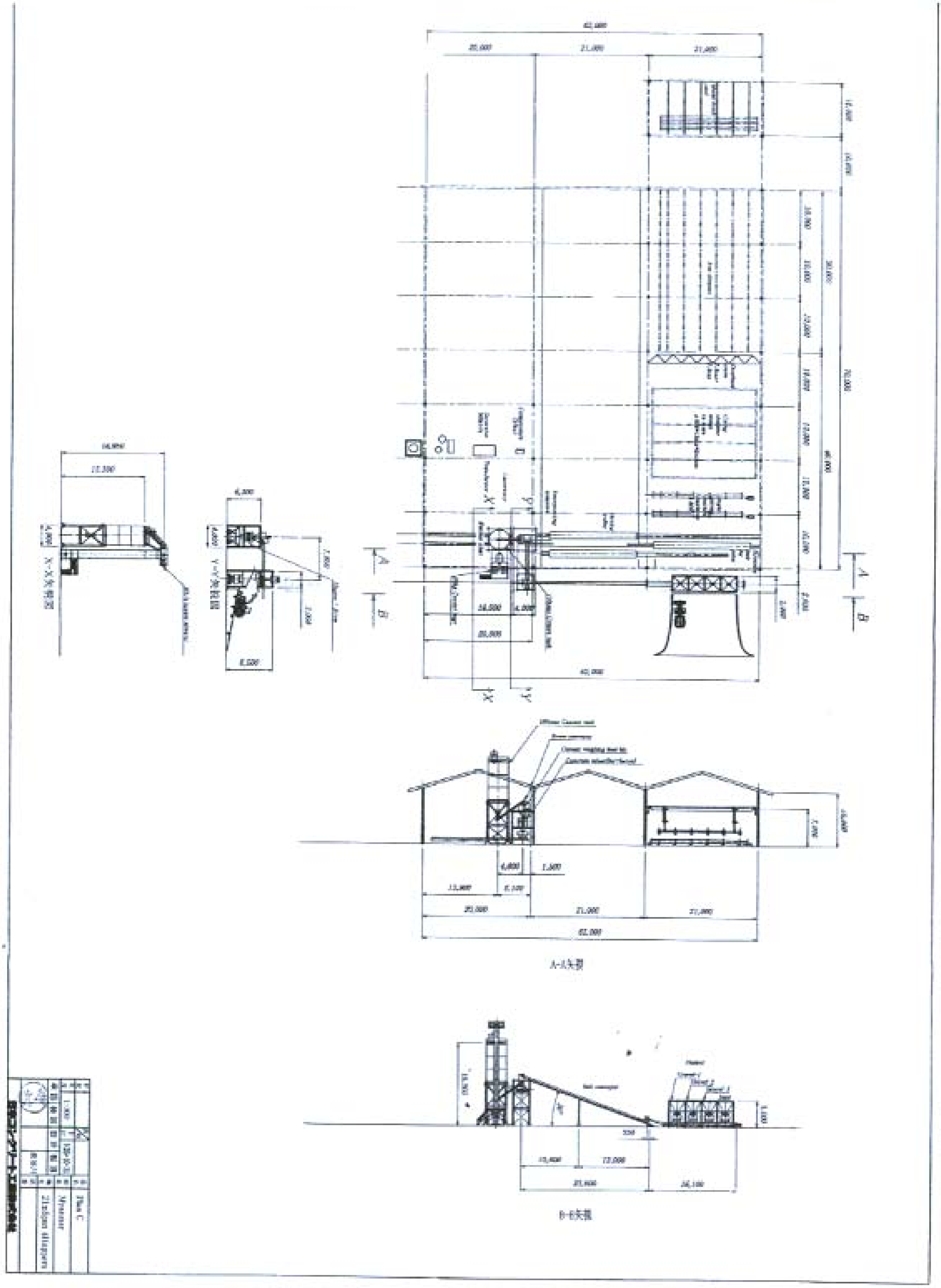
ထောက်ခံချက်

မွန်ပြည်နယ်၊ မော်လမြိုင်မြို့တွင် အကောင်အထည်ဖော် ဆောင်ရွက်လျက်ရှိသော ကျောက်တန်းစက်ရုံစုနယ်မြေတွင် အရံသင့်သုံး ကွန်ကရိ (Precast Concrete) ပစ္စည်းထုတ်လုပ်ရေးစက်ရုံ တည်ဆောက်ရန်အတွက် **မာဃကုန်ထုတ်လုပ်မှုကုမ္ပဏီလီမိတက်** အား မြေကွက်အမှတ် (S 2) ဧရိယာ (၁၂.၈) ဧက နှင့် မြေကွက်အမှတ် (S 5) ဧရိယာ (၆.၃၃)ဧကအား ခွင့်ပြုလျာထားသတ်မှတ်ချထားပေးသည်မှာ မှန်ကန်ကြောင်း ထောက်ခံပါသည်။

ပူးတွဲလျက် - ကျောက်တန်းစက်ရုံစုနယ်မြေ မြေနေရာချထားမှုမြေပုံ (၁)စောင်

ဒေါက်တာတိုးထိုးအောင်
ဥက္ကဋ္ဌ
ကျောက်တန်းစက်ရုံစုအကောင်အထည်ဖော်ရေးကော်မတီ
(ပြည်နယ်စည်ပင်သာယာရေးဝန်ကြီး)
မွန်ပြည်နယ်၊ မော်လမြိုင်မြို့


ZOME
2.7
3.87
3.29
4.48
10.8 Acres
3.26
19.34 Acres
4.60
3.29
19.35 Acres
3.22
5.58
10.44 Acres
19.15 Acres
8.61 Acres
5.95 Acres
7.66 Acres
12.8 Acres
3.22
7.69 Acres
12.8 Acres
3.22
11.66 Acres
9.07 Acres
15.99 Acres
5.33
6.33
7.55
8.44



A-A矢视
B-B矢视

Annex-I

JOINT VENTURE AGREEMENT

between

Nippon Concrete Industries Co., LTD.

and

MaGa Manufacturing Co., Ltd.

for the formation

of

NC & MaGa Co., Ltd.

Under the Republic of the Union of Myanmar Foreign Investment Law and the Myanmar Companies Act

____ 2015

CONTENTS

JOINT VENTURE AGREEMENT

This **JOINT VENTURE AGREEMENT** is made on this ______ day of __________ 2015 (the "**Execution Date**") in Yangon, Myanmar between:

Nippon Concrete Industries Co., LTD., a company incorporated in Japan, having its registered office at NC Shibaura Building, 4-6-14, Minato-ku, Tokyo, Japan ("**NC**"),

AND

[**MaGa Manufacturing Co., Ltd.**, a company incorporated in Myanmar, having its registered office at Lot No. 104, Wat Ma Sout Winhtauk Street, Hlaing Tharyar Industrial Zone (4), Hlaing Tharyar Township, Yangon, Myanmar ("**MaGa**").]

The parties above are individually referred to as a "**Party**" and collectively as the "**Parties**", which expression shall be deemed to include its successors, legal representatives and permitted assigns, unless inconsistent with the context.

WHEREAS:

(A) NC is engaged in the business of manufacturing and selling precast concrete products that utilize special machinery, equipment, manufacturing methods and measures established in Japan by NC;

(B) MaGa is engaged in the business of manufacturing and selling precast concrete products with its own technology and clients;

(C) NC and MaGa want to form a joint venture company (the "**Company**") to carry out the Business in Myanmar under the FIL; and

(D) For the above purpose, the Parties have agreed to seek, from the Myanmar Investment Commission (the "**MIC**") and relevant authorities, an investment permit and other necessary permits, licenses, exemption and relief which are necessary to carry out the Business by forming the Company in accordance with the Law, including without limitation to the FIL and the Companies Act.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereby agree as follows.

1. DEFINITIONS

1.1 In this Agreement, unless the context otherwise requires, the following expressions shall have meanings set forth below:

"**Agreement**" means this Joint Venture Agreement. All the schedules and annexes attached to this Agreement shall be construed as integral parts of this Agreement;

"**Ancillary Agreements**" is defined in clause 7.5;

"**Arbitration Conditions**" is defined in clause 22.1;

"**Articles**" means the Articles of Association to be adopted by the Company in the form and substance mutually agreed by the Parties

"**Board**" means the Board of Directors of the Company;

"**Business**" is defined in clause 2.2;

"**Business Day**" means a day other than a Saturday, Sunday or public holiday in Myanmar or in Japan on which banks are open in Yangon and Tokyo for general commercial business;

"**CFO**" is defined in clause 6.6;

"**Chairman**" is defined in clause 6.4(b);

"**Claim**" means any claim, liability obligation, debt, damage, loss, expense, demand, diminution in value, fine, penalty, charge, fee, judgment, award and amount paid in settlement (including, without limitation, reasonable attorneys' fees and costs and other costs of defence, whether incurred within or outside the judicial process);

"**Companies Act**" means the Companies Act of Myanmar;

"**Company**" is defined in the Recitals;

"**Company Event of Default**" is defined in clause 8.2;

"**Completion Date**" is defined in clause 5.3(a);

"**Conditions**" is defined in clause 5.1;

"**Damages**" is defined in clause 17.1;

"**Deadlock**" is defined in clause 10.1;

"**Deadlock Notice**" is defined in clause 10.2;

"**Defaulting Shareholder**" is defined in clause 8.1;

"**DICA**" means the Directorate of Investment and Companies Administration of Myanmar;

"**Directors**" means the directors of the Company;

"**Drag-Along Notice**" is defined in clause 9.5(b);

"**Drag-Along Right**" is defined in clause 9.5(a);

"**Drag-Along Shareholder**" is defined in clause 9.5(a);

"**Dragged Shares**" is defined in clause 9.5(a);

"**Execution Date**" is defined in the first paragraph of this Agreement;

"**Exercising Shareholder**" is defined in clause 9.3(c);

"**Factory**" means the Company's factory for manufacturing the Products to be established on the Land;

"**Family**" means, in respect of an individual, (a) the individual, (b) the individual's spouse, (c) any other natural person who is related to the individual or the individual's spouse within the second degree, and (d) any other natural person who resides with such individual;

"**FIL**" means Myanmar's Foreign Investment Law;

"**First Drag-Along Notice**" is defined in clause 9.5(b);

"**Force Majeure Event**" is defined in clause 23.1;

"**Foreign Investment Permit**" is defined in clause 5.1(b);

"**Governmental Body**" means any national, federal, state, provincial, territorial, municipal, local or other governmental department, commission, board, bureau, agency, central bank, court, tribunal or other instrumentality or authority, domestic or foreign, exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and includes any stock exchange;

"**Indemnified Person**" is defined in clause 17.1;

"**Indemnifying Person**" is defined in clause 17.1;

"**Initial Shareholding Ratio**" is defined in clause 4.2;

"**Issuance Notice**" is defined in clause 9.3(b);

"**Issuance Price**" is defined in clause 9.3(b);

"**Issuance Shares**" is defined in clause 9.3(b);

"**Land**" means the nine point sixty six (9.66) acres of land identified in **Annexure A**, which the Company will lease from MaGa and use as the site for the Factory.

"**Laws**" means collectively, all treaties, laws, statutes, ordinances, orders, rules, regulations, policies, sanctions, embargoes, tariffs, judicial, executive or administrative orders, judgments, decrees, injunctions and procedural requirements imposed by any Governmental Body regulating or affecting any aspect of this Agreement, obligations to be performed pursuant to this Agreement, and the Parties;

"**Lease Agreement**" is defined in clause 7.5(a);

"**Material Adverse Effect**" means any event, change or occurrence that, individually or together with any other event, change or occurrence, has or foreseeably will have, a material adverse effect on the Business, financial condition, operations, trading position, prospects or reputation of the Company or the Parties' ability to consummate the transactions contemplated in this Agreement;

"**Memorandum**" means the Memorandum of Association to be adopted by the Company in the form and substance mutually agreed by the Parties;

"**MIC**" is defined in the Recitals;

"**Myanmar**" means the Republic of the Union of Myanmar;

"**New Issuance**" is defined in clause 9.3(a);

"**Party**" is defined in the Recitals;

"**Pre-emptive Right**" is defined in clause 9.3(a);

"**Products**" means precast concrete products to be manufactured by the Company, the details of which are set out in Annexure B;

"**Put Option**" is defined in clause 11.1;

"**Put Option Notice**" is defined in clause 11.2(a);

"**Put Option Price**" is defined in clause 11.2(b);

"**Put Option Shares**" is defined in clause 11.2(b);

"**Related Party**" means (a) any person that serves as a Director, officer, employee, worker, partner, executor, advisor, consultant or trustee of the Company (or in a similar capacity); (b) any Shareholder or any person that serves as a director, officer, employee, worker, partner, executor, advisor, consultant or trustee of that Shareholder; (c) any member of the Family of a person set forth in the foregoing sub-clauses (a) and (b); (d) any person who directly or indirectly controls, is directly or indirectly controlled by or is directly or indirectly under common control with a person set forth in the foregoing sub-clauses (a), (b) and (c); (e) any person for which any person set forth in the foregoing sub-clauses (a), (b) and (c) serves as a director, officer, employee, worker, partner, executor, advisor, consultant or trustee; and (f) any person who holds a material interest in the Company;

"**Related Party Transaction**" means any transaction, arrangement or relationship or series of similar transactions, arrangement or relationships (including any indebtedness or guarantee of indebtedness) (a) in which any Related Party has or will have a direct or indirect interest or (b) which is not entered into with a bona fide third party dealing at arm's length;

"**Resolution Period**" is defined in clause 10.3(a);

"**Right to Transfer**" is defined in clause 9.4(a);

"**Right to Transfer Notice**" is defined in clause 9.4(b);

"**Second Drag-Along Notice**" is defined in clause 9.5(b);

"**Selling Shareholder**" is defined in clause 9.5(a);

"**Selling Shareholder Shares**" is defined in clause 9.5(a);

"**Share**" means a share in the Company with a nominal value of US$ 100 each;

"**SIAC**" is defined in clause 22.2(a);

"**Shareholder Event of Default**" is defined in clause 8.1;

"**Shareholder Issuance Shares**" is defined in clause 9.3(c);

"**Shareholders**" means NC and MaGa collectively while they remain as registered holders of at least one Share, and any other person who may in accordance with the provisions of this

Agreement become a registered holder of any Share and "Shareholder" shall mean any one of them;

"**Subscription Period**" is defined in clause 9.3(e);

"**Subscription Price**" is defined in clause 4.2;

"**Third Party Claim**" means any Claim brought by any third party;

"**Unsubscribed Portion**" is defined in clause 9.3(e); and

"**US$**" means the lawful currency of the United States of America.

1.2 In this Agreement, unless the subject matter or the extent requires to construe differently or are inconsistent with such construction, (a) a reference to a statutory provision includes a reference to any modification, consolidation or re-enactment of such statutory provision for the time being in force, and all statutory instruments or orders made pursuant to the same, (b) words denoting one gender include all other genders, (c) words denoting the singular include the plural, and *vice versa*, (d) words denoting persons include firms and corporations, and *vice versa*, and also include their respective heirs, personal representatives, successors in title or permitted assigns, as the case may be, (e) a reference to any agreement or document refers as well to all addenda, exhibits, schedules or amendments of such an agreement or document, and (f) "including", "include" and their derivatives are deemed followed by "without limitation".

1.3 The headings in this Agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this Agreement.

2. BUSINESS OF THE COMPANY

2.1 Objectives of the Company

The Company, together with MaGa, aims to become the leading manufacturer of precast concrete products in Myanmar, and thereby contribute to the sound and equitable social and economic development of Myanmar.

2.2 Scope of Business

The business of the Company (the "**Business**") shall initially comprise of the following activities.

(a) manufacture and sale (domestic and international) of the Products;

(b) establishment of the necessary facilities including the Factory and procurement (including importation) of machineries, components, raw materials and any other goods and equipment as required to achieve the preceding item (a);

(c) borrowing as necessary for the operation of the Company; and

(d) any other actions necessary for the operation of the Company.

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(c) borrowing as necessary for the operation of the Company; and

(d) any other actions necessary for the operation of the Company.

The Parties will discuss in good faith to expand the scope of the Business in the future, including possible integration of the business of MaGa and the Business.

3. ESTABLISHMENT OF THE COMPANY

3.1 Establishment

Subject to and conditional upon the fulfilment of all the Conditions, NC and MaGa shall establish the Company in Myanmar in accordance with the Laws. The Company shall be a private limited liability company and the liability of each Party shall be limited to the nominal value of the Shares held by it from time to time pursuant to this Agreement.

3.2 Memorandum and Articles of Association

The Parties hereby agree that, simultaneously with the execution of this Agreement, the Parties shall execute the Memorandum and the Articles. If at any time any discrepancy is found between this Agreement and the Memorandum and the Articles, this Agreement shall prevail and the Parties shall amend the Memorandum and the Articles to conform to this Agreement.

3.3 Name and Registered Address

The name of the Company shall be "NC & MaGa Co., Ltd" (or such other name as the Shareholders may mutually agree). The registered address of the Company shall be at [Lot No. 104, Wat Ma Sout Winhtauk Street, Hlaing Tharyar Industrial Zone (4), Hlaing Tharyar Township, Yangon, Myanmar].

4. CAPITAL AND SHAREHOLDING STRUCTURE

4.1 The initial authorized share capital of the Company shall be ten million United States Dollars (US$ 10,000,000) and may be amended from time to time, as mutually agreed in writing among the Shareholders.

4.2 The initial issued and paid-up capital of the Company shall be two million United States Dollars (US$ 2,000,000), which shall be contributed by the Parties at the amount (the "**Subscription Price**") and the ratio (the "**Initial Shareholding Ratio**") set out in the table below in accordance with clauses 4.3 and 5.3.

	Initial Shareholding Ratio	Subscription Price
NC	60%	US$ 1,200,000
MaGa	40%	US$ 800,000

4.3 Subject to the fulfilment (or waiver) of all the Conditions, each Party shall remit its Subscription Price to a bank account in accordance with clause 5.3 and the schedule for capital contribution in 0, upon completion of which each Party shall be allotted Shares in accordance with the Initial Shareholding Ratio.

5. CONDITIONS PRECEDENT

5.1 Conditions Precedent

The Parties will discuss in good faith to expand the scope of the Business in the future, including possible integration of the business of MaGa and the Business.

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5. CONDITIONS PRECEDENT

5.1 Conditions Precedent

The obligations of the Parties to remit the Subscription Price pursuant to clauses 4.3 and 5.3 are conditional upon the fulfilment, satisfaction or waiver of the following conditions (the "**Conditions**"), which may be waived or varied in whole or in part upon mutual agreement between the Parties in writing:

(a) issuance of a temporary permit to trade by the DICA to the Company;

(b) issuance of the foreign investment permit (the "**Foreign Investment Permit**") by the MIC to the Company;

(c) issuance of all land use permit, construction license, building permit and any other approval, consent and permit in connection with the Land and the Factory to the Company or MaGa that are necessary for the construction and operation of the Factory and the Business, including the permit to convert the Land from agricultural land to industrial land;

(d) issuance of all other approvals, consents, permits, exemptions, relief and licenses from the relevant Governmental Body which are required (i) for the Company to commence the Business and enjoy all tax and other exemptions, relief, property rights and benefits as are available under the Laws, and (ii) for each of the Parties to exercise the rights, enjoy the benefits and be bound by their obligations as a Shareholder, in accordance with terms and conditions of this Agreement or on such other terms and conditions as the Parties may mutually agree in writing;

(e) execution of the Ancillary Agreements pursuant to clause 7.5;

(f) acquisition by MaGa of the ownership or other rights required to lease the Land to the Company, and delivery by MaGa to the Company of a copy of the land title certificate or other document evidencing MaGa's ownership of or right to the Land;

(g) completion by MaGa of the development of the Land necessary for the use of the Land as the site of the Factory, including site development, access roads construction, and improvement of harbour facilities and infrastructure and utilities such as water, sewerage and drainage systems and electricity;

(h) grant of the necessary approvals by the respective board of directors and shareholders of the Parties to execute this Agreement, subscribe to the Shares, and take part in the transactions contemplated in this Agreement and the Business;

(i) all of the representations and warranties of the other Party contained in clause 16 remain true and accurate from the Execution Date to the Completion Date and with the same effect as if made on each such day;

(j) (i) with respect to NC's obligations, MaGa has performed all obligations under this Agreement which are required to be performed by it on or before the Completion Date and (ii) with respect to MaGa's obligations, NC has performed all obligations under this Agreement which are required to be performed by it on or before the Completion Date;

(k) no order or proceeding of any Governmental Bodies have been issued or commenced prior to the Completion Date in Myanmar or Japan, which has the effect of making unlawful or otherwise prohibiting the transactions contemplated in this Agreement or otherwise related to the Business;

(l) no event has occurred which constitutes a Material Adverse Effect; and

(m) no Force Majeure Event has occurred or is subsisting.

5.2 Fulfilment of the Conditions

The Parties shall use their best endeavours to ensure and procure the satisfaction and fulfilment of all the Conditions such that Completion Date occurs on or before 30 April 2015. If any of the Conditions is not satisfied, fulfilled or waived by 30 April 2015, the Parties shall as soon as practicable thereafter discuss in good faith whether that Condition can still be fulfilled or satisfied to the satisfaction of the Parties and, if so, the period of time and the corrective actions which may be taken by the Parties.

5.3 Completion

(a) Subject to the terms and conditions of this Agreement, as soon as practicable and no later than thirty (30) days after fulfilment, satisfaction or waiver of all of the Conditions, the completion of the subscription of the Shares pursuant to clause 4.3 shall take place at the registered office of the Company or any other place mutually agreed to between the Parties. The date of such completion shall be referred to as the "**Completion Date**".

(b) On the Completion Date, (i) the Parties shall subscribe for the Shares in accordance with the Initial Shareholding Ratio, (ii) remit the requisite Subscription Price to a bank account of the Company in accordance with the schedule of capital contribution in 0, and (iii) subject to receipt of the requisite Subscription Price from each of the Parties, the Company shall issue and allot to each Party such number of Shares corresponding to the Initial Shareholding Ratio.

(c) The Board shall be constituted in accordance with clause 6.1, and the Parties shall take all steps to ensure that the initial composition of the Board as of the Completion Date will be as described in Annexure D.

(d) Parties shall cause the Company to (i) deliver to each of the Parties the original share certificates in respect of the Shares issued and allotted to each of them; and (ii) make the relevant entries in the register of members to reflect the Parties as the holders of the Shares.

6. OPERATION AND MANAGEMENT OF THE COMPANY

6.1 The Board

(a) The overall management and control of the Business and other affairs of the Company shall be vested in the Board. The Board shall determine overall policies, objectives, procedures, methods and actions of the Company, and shall be responsible for all major decisions in connection therewith.

(b) Unless otherwise agreed by the Parties, the Board shall comprise of a maximum of five (5) Directors. A Director does not need to hold Shares.

(c) NC shall be entitled to nominate three (3) Directors and MaGa shall be entitled to nominate two (2) Directors. The initial composition of the Board as of the Completion Date will be as described in Annexure D.

(d) Each Party shall be entitled respectively to send no more than two (2) observers to each Board meeting. These observers shall not have any right of the Directors under this Agreement, the Memorandum, the Articles and the Laws and shall not be entitled to vote at the Board meeting.

6.2 Appointments and Removals

(a) The right of any Shareholder under this Agreement to nominate a Director shall include the right to remove that Director from office at any time, and to determine from time to time the period during which that Director shall be in office. Whenever a Director ceases to hold office for whatever reason, the Shareholder who appointed that Director shall have the right to appoint another Director in his stead.

(b) Every appointment or removal of a Director by the relevant Shareholder under this Agreement shall be notified in writing to the other Shareholder. The Shareholders shall each exercise their voting rights in the Company to give effect to any such appointment or removal.

6.3 Board Reserved Matters

The following matters, along with other matters designated in the internal rules of the Company as adopted by the Board, shall be resolved in the Board meetings subject to the voting requirement under the Laws:

(a) amendment of any internal authorization rules;

(b) material change in the scope or nature of the Business, including starting up of new business, mergers and acquisitions or discontinuation of or withdrawal from the existing Business;

(c) establishment of a subsidiary, branch office or new factory;

(d) approval or change of any accounting policies of the Company;

(e) approval or change of any business plan, financial plan or investment plan of the Company;

(f) filing, continuation, abandonment, compromise or settlement of any dispute, claim, counterclaim, action or any other proceeding (whether litigation, arbitration, administrative or otherwise);

(g) entering into, amending or terminating any contract, agreement or transaction between the Company and Shareholder or its affiliates;

(h) investment in or acquisition of the equity interests in or the property, assets or business of another person or entity in excess of US$ 500,000 in a single transaction or series of related transactions in aggregate during a fiscal year;

(i) execution of contracts involving financial commitments or liabilities in excess of US$ 500,000 in a fiscal year, or contracts the term of which exceeds one (1) year;

(j) borrowing of funds or obtaining of credit facilities or other forms of financing, including issuance of bonds, debentures, debt instruments or securities, from any person or entity or guarantee or creation of any mortgage, pledge or other encumbrance over an asset other than those set forth in the financial plan of the Company;

(k) entering into any Related Party Transaction;

(l) remuneration of officers, employees and personnel of the Company seconded from any Shareholder; and

(m) any acquisition, whether by purchase, lease, finance lease or any other arrangement, or disposal, whether by sale, lease or any other arrangement, of any asset the price of which exceeds US$ 500,000 in a single transaction or series of related transactions in aggregate during a fiscal year.

6.4 Board Meeting

(a) Unless otherwise agreed between the Shareholders, meetings of the Board shall be held at least once in every quarter. A notice covering an adequate period of time enabling the Directors to attend shall be given to each Director for every meeting of the Board, at the address notified from time to time by each Director to the Company.

(b) Each such meeting notice must contain an agenda specifying in reasonable detail the matters to be discussed at the meeting, be accompanied by all relevant documents for discussion at such meeting and be sent by courier or by email. The Chairman of the Board (the "**Chairman**") may convene an interim meeting if a written request for one is made by any Director.

(c) The Board shall appoint one (1) Chairman, who shall be nominated by NC.

(d) The quorum for a Board meeting shall be three (3) Directors. Provided a quorum is present and except as provided otherwise in this Agreement, at any Board meeting, each Director may exercise one vote. The adoption of any resolution of the Board shall require the affirmative vote of a simple majority of the Directors present, unless the Laws require a higher voting requirement; provided, however, that any Director who is directly or indirectly interested in any contract or arrangement to be entered into by or on behalf of the Company may not exercise his voting right at the Board meeting.

(b) Quorum

The quorum for any meeting of the Shareholders shall require the presence, in person or by proxy, of the Shareholders holding a majority of the Shares entitled to vote.

(c) Proxy

Any Shareholder entitled to vote at a meeting of the Shareholders may authorize another person to act on its behalf as a proxy. Proxies shall identify themselves in a written form prior to the Shareholders meeting as required by the Laws. A proxy does not need to be a Shareholder.

(d) Voting

Voting on all matters to be resolved at a Shareholders meeting shall be by way of a poll unless otherwise agreed upon in writing between the Shareholders. Each Shareholder shall have one (1) vote for every Share. All matters except those requiring special resolutions or extraordinary resolutions raised at a meeting of the Shareholders shall be decided by a simple majority of votes cast by the Shareholders present or represented by proxy at that meeting. All special resolutions or extraordinary resolutions shall be decided by three-fourths (3/4) of such votes.

(e) Chairman

The Chairman shall be the chairman at any meeting of the Shareholders.

(f) Telephone Conference/Video Conference

Shareholders may participate in a Shareholders meeting through telephone conference, video conference or other similar means by which all persons participating in the meeting are able to hear and be heard by all the other participants, and participation in the meeting in this manner shall be deemed to constitute presence in person at that meeting. The Shareholders participating in any such meeting shall be counted in the quorum for that meeting, and subject to there being a requisite quorum at all times during that meeting, all resolutions agreed by the Shareholders at that meeting shall be deemed to be as effective as a resolution passed at a meeting of Shareholders duly convened and held. A meeting conducted through telephone conference, video conference or other similar means is deemed to be held at the place agreed upon by the Shareholders attending the meeting, provided that at least one of the Shareholders present at the meeting was at that place for the duration of the meeting.

(g) Written Resolution

A written resolution signed by all of the Shareholders shall be valid and effective as a resolution passed at a Shareholders meeting duly convened, held and constituted.

(h) Records

The minutes of Shareholders' meetings and all Shareholders' resolutions shall be recorded in the English language.

7. OBLIGATIONS OF THE PARTIES

7.1 Responsibilities of the Parties

In relation to preparation and operation of the Business and the Factory:

(a) NC shall be responsible for:

(i) planning and design of the Factory and procurement of necessary equipment for the operation of the Factory;

(ii) design, development and determination of specifications and standards of new Products; and

(iii) training, development and education of workers and employees of the Company (either in Myanmar or Japan) and provision of technical and production guidance at the Factory.

(b) MaGa shall be responsible for:

(i) recruitment, selection and hiring of employees and workers of the Company and management and administration of human resources;

(ii) procurement of raw materials under reasonable terms and conditions that enables competitiveness and profitability of the Business; and

(iii) advertisement, promotion, marketing and sales of the Products in Myanmar.

(c) The Parties shall (i) discuss in good faith to select and determine new Products to be developed, manufactured and sold by the Company; and (ii) cooperate with each other, either domestically or internationally, to construct the Factory and procure equipment, services and other necessary goods for the Business promptly and inexpensively, in order to carry out the Business in an efficient, profitable and timely manner.

7.2 Permits and Approvals

(a) As soon as practicable after the Execution Date, MaGa and NC jointly: (i) apply to the MIC for the Foreign Investment Permit to be issued to the Company; (ii) assist the Company in procuring all land use permit, construction license, building permit and any other approval, consent and permit in connection with the Land and the Factory that are necessary for the construction and operation of the Factory and the Business,; (iii) assist the Company in procuring all relevant and applicable reliefs, exemptions, concessions and other investment incentives which are available to the Company in carrying out the Business under the Laws; and (iv)assist the Company in applying or causing to be applied for all other approvals, consents, permits and licenses from all relevant Governmental Bodies that are required for the incorporation of the Company and the operation of the Business.

(b) The Parties shall cause the Company to, from time to time: (i) procure the issuance and extension of multiple visas and other necessary permits for foreign directors, officers and employees of the Company and NC and their dependents as may be necessary for the operation of the Company and the Business; and (ii) liaise on behalf of the Parties with all relevant Governmental Bodies to enable timely and efficient operation of the Business and ensure the safety and protection of the Company's personnel, assets and the premises.

7.3 Procurement and Maintenance of the Land

(a) As soon as practicable after the Execution Date, MaGa shall procure (i) the ownership or any other right necessary for the Company to use the Land for the construction and

operation of the Factory and (ii) the permit to convert the Land from agricultural land to industrial land.

(b) Prior to the Completion Date, MaGa shall liaise with Mon State and complete the development of the Land necessary for the use of the Land as the site of the Factory, including site development, access roads construction, and improvement of harbour facilities, infrastructure and utilities such as water, sewerage and drainage systems and electricity.

(c) During the term of this Agreement, MaGa shall maintain its right to the Land and shall not assign, transfer, sell or otherwise dispose of its right to the Land without the prior written consent of NC and the Company.

(d) MaGa shall use its best reasonable endeavours to procure necessary lands adjacent to the Land that are suitable for industrial use in order to accommodate possible expansion of the Factory or construction of new factories in the future.

7.4 Collaboration

(a) The Parties shall cause the Company to manufacture Products in line with the specifications determined by NC in accordance with clause 7.1 and MaGa, at the request of NC, shall provide technical assistance to the Company in relation to such manufacturing.

(b) In case MaGa requests for technical information to enable MaGa to manufacture a product with the specifications given by NC, NC may provide the technical information to MaGa pursuant to the terms and conditions (including the payment of fees for the requested technical information) of a separate written agreement between NC and MaGa.

(c) It is the intention of the Company and MaGa that, during the early stages of the Company's operation, the Company will manufacture and sell the Products mainly in lower Myanmar, while MaGa will target its market mainly in middle Myanmar. The Parties shall cause the Company to collaborate with MaGa in determining and changing the marketing areas from time to time. For the avoidance of doubt, this clause 7.4(c) is not a prohibition on the sale of the Products by the Company outside lower Myanmar.

(d) MaGa shall not manufacture spun concrete piles, which will be manufactured by the Company.

7.5 Ancillary Agreements

As soon as practicable after the Execution Date, the Parties shall negotiate in good faith and use respective reasonably best endeavours to execute or cause to be executed the following agreements (collectively the "**Ancillary Agreements**"), in each case in the form and substance satisfactory to the Parties:

(a) subject to the conditions set forth in the Foreign Investment Permit, a lease agreement in respect of the Land between the Company and MaGa (the "**Lease Agreement**"), whereby MaGa shall lease the Land to the Company as the site of the Factory. The initial term of the lease under the Lease Agreement shall be thirty (30) years, which, subject to the acquisition of the necessary permit and approval from the MIC, shall be

renewable at the discretion of the Company at least twice for a ten (10) year term for each renewal. The annual rent for the lease of the Land under the Lease Agreement shall be two and half United States Dollars (US$2.50) per square meter per year during the first three (3) year period from the commencement of the lease,

(b) For the first 18months of the leasing term, the leasing fee should be discounted at 50 %, and to be paid lump sum when The LESSEE receives MIC approval and takes over the land. and should be paid annually at the beginning of the leasing term in lump sum; and

(c) a sales agent agreement between the Company and MaGa, whereby MaGa shall undertake the advertisement, promotion, marketing and sales of the Products and shall be entitled to commissions in respect of the sales of the Products as the Parties may agree separately.

7.6 Compliance with Laws

Each Party shall use its best endeavours to comply with and cause the Company to comply with the Laws.

8. EVENTS OF DEFAULT

8.1 Shareholder Event of Default

An event of default (a "**Shareholder Event of Default**") in relation to a Shareholder (the "**Defaulting Shareholder**") occurs or is deemed to have occurred if:

(a) a petition is presented or a proceeding is commenced or an order is made (which is not discharged or settled within forty (40) days after the presentation) or an effective resolution is passed for the winding-up, insolvency, administration, reorganization, dissolution, liquidation or bankruptcy of the Defaulting Shareholder or for the appointment of a liquidator, receiver, administrator, trustee or similar officer of the Defaulting Shareholder or of all or a substantial part of its business or assets;

(b) the Defaulting Shareholder stops or suspends payments to its creditors generally, or is unable or admits its inability to pay its debts as they fall due, or seeks to enter into any arrangement with its creditors, or is declared or becomes bankrupt or insolvent; or

(c) the Defaulting Shareholder commits a material breach of, or commits any material default under, any provision of this Agreement and (if capable of remedy) fails to remedy the breach (or fails to establish plans to remedy the breach in a manner satisfactory to the non-Defaulting Shareholder) within thirty (30) days from the notice to do so from the non-Defaulting Shareholder.

8.2 Company Events of Default

An event of default in relation to the Company (a "**Company Event of Default**") occurs or is deemed to have occurred if:

(a) the Company incurs annual net/operating loss for five (5) consecutive fiscal years;

(b) any of the licenses, registrations or permits of the Company necessary to carry out the Business under the Laws (including the certificate of registration and the Foreign Investment Permit) is terminated, revoked or cancelled;

(c) the Resolution Period expires without resolution of the Deadlock pursuant to clause 10.3(b); or

(d) any other event that has a Material Adverse Effect occurs.

9. TRANSFER OF SHARES

9.1 General Rule

(a) Except as otherwise permitted in this Agreement, no Shareholder shall, without prior written consent of the other Shareholder, transfer, assign, sell or otherwise dispose of its Shares or any securities to be convertible to Shares to any third party, or pledge, mortgage or encumber in any way whatsoever its Shares or any securities to be convertible to Shares.

(b) Any such transfer, assignment, sale or any other disposition of Shares:

(i) without the prior written consent of the other Party shall be null and void and shall not be the basis for the assertion or recognition of any interest in or right with respect to such Shares; and

(ii) with the prior written consent of the other Party shall not be effective until the permitted transferee has agreed in writing to be bound by all the terms and conditions of this Agreement, as from time to time modified, as if it had been one of the initial Shareholders.

9.2 Lock-in Period

(a) From the Completion Date and until the expiry of five (5) years from the Completion Date, no Shareholder may transfer, assign, sell or otherwise dispose of its Shares to any person and the Shareholders shall maintain their respective Initial Shareholding Ratio. Any transfer, assignment, sale or any other disposition of Shares following the expiration of such five (5)-year period must comply with the other provisions of this clause 9.

(b) Notwithstanding clause 9.2(a) above, the obligation of a Shareholder to maintain the Initial Shareholding Ratio shall not be deemed to be breached in case of any transfer, assignment, sale or any other disposition of Shares resulting from the exercise of the Put Option or the Drag Along Right or where dilution of its Shares is on account of a failure to fully or partially exercise its Pre-emptive Right or failure to pay for the Issuance Price under clause 9.3.

9.3 Pre-emptive Right

(a) If the Company wishes to issue new Shares (the "**New Issuance**"), all Shareholders shall have a pro rata right to subscribe to the New Issuance (the "**Pre-emptive Right**") pursuant to Article 105 of the Companies Act.

(b) The Pre-emptive Right shall be offered by the Company by issuing a written notice to the Shareholders (the "**Issuance Notice**") setting forth in detail the terms of the New Issuance, including the New Issuance price (the "**Issuance Price**"), the proposed date of closing of the New Issuance and the number of new Shares proposed to be issued (the "**Issuance Shares**").

(c) If a Shareholder wishes to exercise its Pre-emptive Right (the "**Exercising Shareholder**") and subscribe for the Issuance Shares corresponding to its Shareholding ratio (the "**Shareholder Issuance Shares**"), then the Exercising Shareholder shall inform the Company within a period of ten (10) Business Days from the date of receipt of the Issuance Notice that it wishes to exercise its Pre-emptive Right.

(d) Subject to receipt of requisite approvals from the relevant Governmental Bodies, on the closing date for the New Issuance, the Exercising Shareholder shall pay for and subscribe to the Shareholder Issuance Shares at the Issuance Price and on the terms and conditions set out in the Issuance Notice. Subject to the receipt of the payment of the Issuance Price, the Company shall issue and allot the Shareholder Issuance Shares to the Exercising Shareholder on the date of closing of the New Issuance as stated in the Issuance Notice.

(e) To the extent that a Shareholder does not exercise its right to subscribe for its full entitlement of the New Issuance or if an Exercising Shareholder fails to pay the Issuance Price after exercising its Pre-emptive Right, the Company shall first offer all or the unsubscribed portion of the Issuance Shares (the "**Unsubscribed Portion**") to the other Shareholder on the same terms mentioned in the Issuance Notice, within twenty (20) days from the closing (or the proposed date of closing) of the issuance of Shareholder Issuance Shares in respect of that Shareholder or Exercising Shareholder. In the event that the other Shareholder wishes to subscribe for the Unsubscribed Portion, it shall do so within twenty (20) days from its receipt of the offer (the "**Subscription Period**"), and if any portion of the Unsubscribed Portion remains unsubscribed by the other Shareholder at the end of the Subscription Period, the Company shall have the right to issue and allot the unsubscribed part of the Unsubscribed Portion to any other third party within twenty (20) days from the expiry of the Subscription Period, on such terms and conditions as the Board may determine.

9.4 Right to Transfer

(a) Upon occurrence of the following events, each Shareholder shall have the right to sell all or a part of its Shares to any third party without the prior written consent of the other Shareholder (the "**Right to Transfer**"):

(i) Shareholder Event of Default set out in clause 8.1 in respect of the other Shareholder;

(ii) Company Event of Default set out in clause 8.2; and

(iii) Occurrence and continuance of a Force Majeure Event for more than one (1) year.

(b) Each Shareholder shall exercise the Right to Transfer by delivering a written notice to the Company and the other Shareholder (the "**Right to Transfer Notice**") which shall

include (i) a statement to the effect that such Shareholder proposes to exercise the Right to Transfer, (ii) the proposed date for consummation of the sale of the Shares which shall be no earlier than ten (10) Business Days and no later than thirty (30) days from the date of the Right to Transfer Notice, and (iii) details of the proposed transferee.

9.5 Drag-Along Right

(a) A Shareholder (a "**Selling Shareholder**") selling its Shares (the "**Selling Shareholder Shares**") pursuant to clause 9.4 to any bona fide third party dealing at arm's length, shall be entitled to require the other Shareholder (the "**Drag-Along Shareholder**") to sell and transfer all of its Shares (the "**Dragged Shares**") on the same terms as the Selling Shareholder to the third party (the "**Drag-Along Right**"); provide, however, that a Shareholder in respect of which any Shareholder Event of Default has occurred and is subsisting shall not be entitled to exercise the Drag-Along Right.

(b) To exercise a Drag-Along Right, the Selling Shareholder shall request the sale and transfer of the Dragged Shares by the Drag-Along Shareholder to the third party by setting forth in the Right to Transfer Notice: (i) a statement to the effect that the Selling Shareholder proposes to exercise the Drag Along Right; and (ii) the purchase price and other terms and conditions of the sale of the Selling Shareholder Shares (the "**Drag-Along Notice**"). The Drag-Along Shareholder shall not be entitled to exercise its Right to Transfer and Drag-Along Right (if it also desires to sell its Shares pursuant to clause 9.4) after the delivery of the Drag-Along Notice, until and unless that sale and transfer of the Selling Shareholder Shares and the Dragged Shares have not been consummated within thirty (30) days from the date of the the Drag-Along Notice. If a Shareholder has received a Drag-Along Notice (the "**First Drag-Along Notice**") from the other Shareholder after it has dispatched a Drag-Along Notice (the "**Second Drag-Along Notice**") to the other Shareholder but before delivery of the Second Drag-Along Notice to the other Shareholder, then the Second Drag-Along Notice shall become null and void and the First Drag-Along Notice shall prevail upon receipt of the First Drag-Along Notice by the first mentioned Shareholder.

(c) The Drag-Along Shareholder shall agree to sell or cause to be sold its Dragged Shares to the third party (i) on the same terms and conditions as the Selling Shareholder sells the Selling Shareholder Shares to the third party and (ii) subject to and together with the sale and transfer of the Selling Shareholder Shares by the Selling Shareholder to the third party; provided, however, that the liability of the Shareholders under such definitive agreements shall be several and not joint and several.

(d) Each Shareholder undertakes to take all actions necessary for the sale to the third party following the exercise of the Drag-Along Right, according to the provisions of this clause 9.5.

(e) Subject to receipt of requisite approvals from the relevant Governmental Bodies, the Selling Shareholder shall consummate the sale and transfer of the Selling Shareholder Shares and the Dragged Shares on the terms and conditions set forth in the Drag-Along Notice within thirty (30) days from the date of the Drag-Along Notice. If the sale and transfer have not been consummated during such period, the Selling Shareholder shall return to the Drag-Along Shareholder all documents in the possession of the Selling Shareholder executed by the Drag-Along Shareholder in connection with the proposed sale and transfer, and all the restrictions on transfers of

Shares contained in this Agreement or otherwise applicable at such time with respect to the Shares shall again be in effect.

(f) Concurrently with the consummation of the sale and transfer of the Selling Shareholder Shares and the Dragged Shares pursuant to this clause 9.5, the Selling Shareholder shall give notice thereof to the Drag-Along Shareholder, remit to the Drag-Along Shareholder the total consideration for the Dragged Shares, and furnish such other evidence of the completion and time of completion of the sale and transfer and the terms thereof as may be reasonably requested by the Drag-Along Shareholder.

10. DEADLOCK

10.1 Deadlock Event

A deadlock (a "**Deadlock**") shall be deemed to have occurred where:

(a) any resolution relating to a matter material to the conduct of the Business fails to be adopted or approved by the Board at two (2) consecutive Board meetings, either on account of (a) disagreement between the Directors or (b) absence of quorum; or

(b) any resolution on a matter material to the conduct of the Business fails to be adopted or approved by the Shareholders at two (2) consecutive Shareholders Meetings, either on account of (a) disagreement between the Shareholders or (b) absence of quorum.

10.2 Deadlock Notice

If a Deadlock occurs, a Shareholder may, within twenty (20) days after the occurrence of that Deadlock, give a notice (the "**Deadlock Notice**") to the other Shareholder that a Deadlock has occurred. The Deadlock Notice shall include reference to the particular matter upon which such Deadlock has occurred. Within twenty (20) days from receipt of the Deadlock Notice by the other Shareholder, the representatives of the Shareholders shall meet and consult in good faith to resolve the Deadlock.

10.3 Resolution Period

(a) If the Shareholders reach an agreement concerning the Deadlock pursuant to clause 10.2 within forty (40) days after a Deadlock Notice is given (the "**Resolution Period**"):

(i) the Shareholders shall, without delay, execute a statement setting out the terms of that agreement (including whether that agreement shall be deemed to be a resolution of the Board or the Shareholders (as the case may be) of the matter which had given rise to the Deadlock); and

(ii) each Shareholder shall take any and all necessary actions (including execution of any document) required to give effect to that agreement.

(b) The failure of the Shareholders to resolve the Deadlock within the Resolution Period will give rise, as of the expiry of the Resolution Period, to a Company Event of Default pursuant to clause 8.2(c).

11. PUT OPTION

11.1 Put Option

Upon occurrence of the following events, NC shall have the right to sell its Shares to MaGa (the "**Put Option**") at its sole discretion, in whole or in part, in accordance with clause 11.2:

(a) Shareholder Event of Default set out in clause 8.1 in respect of MaGa;

(b) Company Event of Default set out in clause 8.2; or

(c) Occurrence and continuance of a Force Majeure Event for more than one (1) year.

11.2 Exercise of Put Option

(a) NC shall exercise the Put Option by delivering a written notice to the Company and MaGa (the "**Put Option Notice**") which shall include (i) a statement to the effect that NC proposes to exercise the Put Option, and (ii) the proposed date for consummation of the Put Option which shall not be earlier than ten (10) Business Days from the date of the Put Option Notice.

(b) The price (the "**Put Option Price**") payable to NC for the Shares subject to the Put Option (the "**Put Option Shares**") shall be:

(i) if the Put Option is exercised pursuant to clauses 11.1(b) or 11.1(c), the higher of: (x) the book value of such Shares as shown on the books of the Company at the end of the most recently ended quarterly period; and (y) one hundred percent (100%) of the fair market value of such Shares calculated by the auditor of the Company based on the net asset value of the Company; or

(ii) if the Put Option is exercised pursuant to clause 11.1(a), 120% of the amount as determined pursuant to clause 11.2(b)(i).

(c) Subject to receipt of requisite approvals from the relevant Governmental Bodies, the sale and purchase of the Put Option Shares shall be consummated within twenty (20) days from the date of receipt of the Put Option Notice. At completion of the sale of the Put Option Shares, MaGa shall: (i) take any and all actions necessary to give effect to the sale of the Put Option Shares; and (ii) remit to NC the relevant Put Option Price.

12. FINANCE

12.1 Mode of Funding

Unless otherwise agreed between the Shareholders, the Company shall use its reasonable endeavours to procure necessary funds out of its own resources and cash flow.

12.2 External Financing

The Company may procure necessary funds from third party financial institutions by way of loans, debentures, mortgages or in other forms as the Shareholders may agree upon, provided that such funds shall be procured (i) on the best available commercial terms, and (ii) without

any additional security or guarantee being provided by the Shareholders, provided that MaGa may provide additional security or guarantee to the Company at its discretion as it may deem necessary.

12.3 Loan from Shareholders

Notwithstanding clause 12.1 above, if the Shareholders agree that a Shareholders loan is desirable to provide necessary funds to the Company, the Shareholders may provide such loan to the Company, provided that (a) unless otherwise agreed in writing between the Shareholders, such loan shall be provided by all of the Shareholders in proportion to each Shareholder's respective shareholding ratio at the time of such agreement, and (b) the Company shall, prior to the provision of such loan, procure necessary license, permission or approval from the relevant Governmental Body for the loan repayment remittance to NC.

13. ACCOUNTS AND AUDITING

13.1 Books

The books and records of accounts of the Company shall be maintained in English in accordance with the generally accepted accounting principles and practices of Myanmar and shall accurately reflect the financial position of the Company.

13.2 Auditor

The Parties agree to cause the books and records of accounts of the Company to be audited by the auditor of the Company in accordance with the generally accepted accounting principles and practices of Myanmar. The auditor of the Company shall be appointed by the Board. At the end of each fiscal year during the term of this Agreement, the auditor shall provide the Board with a financial report in English.

13.3 Access to Books and Records

Subject to the relevant Laws, each Shareholder shall be entitled to examine the books and records of accounts of the Company and shall have free access, at all reasonable times and with prior written notice, to any and all properties and facilities of the Company. The Company shall make available to such Shareholder the books and records of accounts of the Company and such information relating to the Business and financial position of the Company, and grant access to the properties and facilities of the Company, as the Shareholder may reasonably require.

13.4 Fiscal Year

A fiscal year of the Company shall be the year commencing on 1st April of a year and ending on 31 March of the following year.

14. DIVIDEND

14.1 Dividend Policy

The Board shall adopt a dividend policy which conforms to the Laws and consistent with the cash flow requirements of the Company; provide, however, that the Company shall not distribute any dividend for two (2) fiscal years from its incorporation.

15. INSURANCE

During the term of this Agreement, the Company shall have its assets insured in accordance with the Laws.

16. REPRESENTATIONS AND WARRANTIES

16.1 Each Party represents and warrants and undertakes to the other Party that as of the Execution Date and the Completion Date:

(a) it is a legal person duly incorporated and in good standing under the Laws of its jurisdiction;

(b) it has the right, capacity and authority to enter into this Agreement and its execution, delivery and performance of this Agreement: (i) do not contravene any agreement, investment or any other form of commitment to which it is also bound; (ii) do not conflict with or result in a breach of any provision of any license, permission, approval, consent, trust deed, mortgage or other agreement or instrument to which it is a party; (iii) do not require any consent from any Governmental Body or any third party other than as provided in this Agreement; and (iv) do not constitute a breach of any provision of its Memorandum and Articles, any applicable Laws, or any agreement or undertaking, by which it or its property is bound, which breach shall have any adverse effect to the execution and performance by it of this Agreement;

(c) the execution, delivery and performance of this Agreement has been duly authorized by all of its necessary corporate actions and authorizations by the Governmental Body under the Laws, and this Agreement constitutes valid and legally binding obligations enforceable against it;

(d) there are no actions, suits or proceedings pending or, to its knowledge, threatened, against it before any Governmental Body, which would have a Material Adverse Effect;

(e) it is in full compliance with the Laws except where the failure to so comply would not have, individually or in the aggregate, a Material Adverse Effect; and

(f) the information that it has given to the other Party in connection with this Agreement is true and accurate in all material respects and not misleading in any material respect (including by omission).

17. INDEMNITY

17.1 Indemnity

Each Party shall indemnify and hold harmless the other Party and its directors, officers, employees or agents against any loss, liability, damage, claim or expense (including reasonable attorneys' fees) (collectively the "**Damages**"), whether or not suffered by third parties, arising in respect of any material breach of any of the provisions of this Agreement, the wilful misconduct, fraud, bad faith or gross negligence of the indemnifying Party (an

"**Indemnifying Person**") in the performance of its obligations hereunder or the occurrence of a Shareholder Event of Default with respect to the Indemnifying Person, except to the extent that the bad faith, wilful misconduct, fraud or gross negligence of a person being indemnified (an "**Indemnified Person**") contributes to the Damages.

17.2 Third Party Claim

(a) Promptly after receipt by an Indemnified Person of notice of the assertion of a Third Party Claim against it, that Indemnified Person shall give notice to the Indemnifying Person of the assertion of such Third Party Claim, provided that the failure to notify or delay in notifying the Indemnifying Person will not relieve the Indemnifying Person of any liability that it may have to any Indemnified Person, except to the extent that the Indemnifying Person demonstrates that the defence of such Third Party Claim is prejudiced by the Indemnified Person's failure to give or delay in giving such notice.

(b) With respect to any Third-Party Claim subject to indemnification under this clause 17, (i) both the Indemnified Person and the Indemnifying Person shall keep the other person fully informed of the status of such Third Party Claim and any related proceedings at all stages thereof where such person is not represented by its own counsel, and (ii) the Shareholders agree (each at its own expense) to render to each other such assistance as they may reasonably require of each other and to cooperate in good faith with each other in order to ensure the proper and adequate defence of any Third Party Claim.

(c) Notwithstanding the foregoing, if an Indemnified Person determines in good faith that there is a reasonable probability that a Third Party Claim may adversely affect it other than as a result of monetary damages for which it would be entitled to indemnification under this Agreement, the Indemnified Person may, by notice to the Indemnifying Person, assume the exclusive right to defend, compromise or settle such Third Party Claim, but the Indemnifying Person will not be bound by any determination of any Third Party Claim so defended for the purposes of this Agreement or any compromise or settlement effected without its prior written consent (which may not be unreasonably withheld).

17.3 No Consequential Damages

No Party shall be liable to the other Party for any consequential, special, incidental, indirect or punitive Damages, lost profits or similar items.

17.4 Other Claims

A Claim for any matter not involving a Third Party Claim may be asserted by notice to the Indemnifying Person from whom indemnification is sought and shall be paid promptly after such notice.

18. CONFIDENTIALITY

18.1 Confidential Information

Each of the Shareholders shall at all times keep confidential and procure that its employees, consultants, advisors and agents shall keep confidential any confidential information which it or they may acquire in relation to the Company or the Shareholder whose confidential information is being disclosed, or in relation to the Business or other affairs of the Company

or of any Shareholder, and shall not use, disclose or divulge such information except with the consent of the relevant party or in accordance with the order of a court of competent jurisdiction or, in the case of information relating to the Company, for the due and proper advancement of the Business.

18.2 The restrictions in clause 18.1 do not apply to any information which:

(a) is already publicly known before the disclosure of such information to such Party by the disclosing Party;

(b) becomes publicly known through no fault of any of the Parties after the disclosure of such information to such Party by the disclosing Party;

(c) has already been obtained, without obligation of confidentiality, by the receiving Party before the disclosure of such information to such Party by the disclosing Party; or

(d) is obtained, without obligation of confidentiality, by a Party from a third party who has the right to disclose such information.

18.3 Continuation of Obligations

The obligations of each of the Shareholders contained in this clause 18 shall continue without limit in point of time (notwithstanding the termination or expiration of this Agreement), provided always that nothing contained in this clause 18 shall prevent any Shareholder from disclosing any such information to the extent required in or in connection with legal proceedings arising out of this Agreement or relating to or in connection with the Company or as may be required by any Laws in Myanmar, Japan and elsewhere.

18.4 Press Release

None of the Shareholders shall be entitled to make, or permit or authorize the making of any press release or other public statement or disclosure concerning this Agreement or any of the transactions contemplated hereunder without the prior written consent of the other Shareholder, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, the Shareholders shall be entitled to make or permit such press release or other public statement or disclosure in Myanmar and Japan concerning this Agreement as may be required by the Laws.

19. NOTICE

19.1 Mode

Any notice or other document to be given under this Agreement and all other communications between the Parties with respect to this Agreement shall be in English and in writing, and may be given by hand, or sent by registered post, first class post or air mail or electronic mail to the other Party, to the following address or such other address as any Party shall specify by written notice so given:

NC

Address:	NC Shibaura Building, 4-6-14, Minato-ku, Tokyo, Japan
Attention:	Ken Kobayashi
Email:	k_kobayashi@star.ncic.co.jp

MaGa	
Address:	Lot No.104, Wat Ma Sout Winhtauk Street, Hlaing Tharyar Industrial Zone (4), Hlaing Tharyar Township Yangon
Attention:	U Toe Hlaing
Email:	geohtoe@gmail.com

19.2 Service

Any notice or other document shall be deemed to have been duly served upon and received by the addressee:

(a) if delivered by hand, at the time of delivery;

(b) if sent by registered post, first class post or air mail, on the third (3rd) Business Day after dispatch in the case of domestic mail (as the case may be), and on the seventh (7th) Business Day after dispatch in the case of international mail; and

(c) if transmitted by electronic mail, upon receipt of confirmation by the addressee by electronic email.

19.3 Proof

In proving the service of a notice or any other document under or in respect of this Agreement it shall be sufficient to show:

(a) in the case of registered post, first class post or air mail, the notice or other document evidencing that it is duly addressed or posted; or

(b) in the case of transmission by electronic mail, that the electronic mail is duly transmitted from the dispatching terminal, as evidenced by a transmission report generated by the transmitting equipment.

20. FURTHER ASSURANCES

The Shareholders shall execute, do and procure all other necessary person or companies, if any, to execute and do all such further acts, deeds, assurance and things as may be reasonably required so that full effect may be given to the terms and conditions of this Agreement.

21. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Myanmar.

22. ARBITRATION

22.1 For the purpose of this clause 22, "**Arbitration Conditions**" means at the time of the initiation of arbitration proceedings the relevant Laws in Myanmar has been enacted and come into effect to recognize the validity of the arbitral award rendered in Singapore.

22.2 If any dispute arises out of, or in connection with the existence, interpretation or implementation of this Agreement, including any questions regarding its existence, validity or termination, such dispute shall be referred to and finally resolved:

(a) (if the Arbitration Conditions are met) by arbitration according to the rules from time to time of the Singapore International Arbitration Centre (the "**SIAC**") in force at that time which the Parties in dispute agree to be bound, through three (3) arbitrators. Each of NC and MaGa shall appoint one (1) arbitrator and the arbitrators appointed by the Parties shall jointly appoint the third arbitrator who shall be the presiding arbitrator. The decision of the arbitrators shall be final and binding upon all Parties. The arbitration proceedings shall take place in Singapore and the language to be used in the arbitral proceedings shall be English; or

(b) (if the Arbitration Conditions are not met) by the courts in Myanmar, and the Parties hereby agree to submit to the jurisdiction of the relevant court in Myanmar and all courts competent to hear appeals therefrom.

22.3 The costs of the arbitration or the court case, as the case may be, shall be borne by the losing Party.

22.4 The language of arbitration shall be English.

22.5 During the course of arbitration, this Agreement shall continue to be performed except for the part which is in dispute between the Parties.

23. FORCE MAJEURE

23.1 Force Majeure Event

Neither Party shall be considered in breach of this Agreement if and to the extent that performance of its obligations under this Agreement is prevented by an event beyond the control of that Party (a "**Force Majeure Event**"), including but not limited to acts of God, material changes in the Laws, unforeseen act or restriction or requirement imposed by any Governmental Body which materially restricts or affects the Party, war or national emergency, accident, fire, riot, strikes, lock-outs and epidemic.

23.2 Suspension

If a Force Majeure Event occurs, the Party that encounters such event shall inform the other Party within ten (10) Business Days of such occurrence in writing. The duties of such Party shall, as are affected by such Force Majeure Event, be suspended during the continuance of any inability so caused but for no longer period and such cause shall as far as possible be removed with all reasonable dispatch.

24. PROTECTION OF ENVIRONMENT

The Company shall use its best endeavours in accordance with the Laws to protect the environment, minimize pollution of air, water, land and other environment degradation and keep the Land and the Factory environmentally friendly.

25. MODIFICATION

This Agreement shall not be amended or modified in any respect except by mutual consent in writing by the Parties, and if such amendment or modification is material, with the approval of the MIC.

26. TERM AND TERMINATION

26.1 Events of Termination

This Agreement may be terminated by mutual written agreement of the Shareholders or by either Party upon occurrence of any of the following events:

(a) if any of the Parties ceases to hold any Shares; or

(b) if a special resolution is passed by Shareholders to wind-up the Company.

26.2 Effects of Termination

If this Agreement is terminated pursuant to clause 26.1, this Agreement shall be of no further force or effect, except that this clause 26 and clauses 18 (Confidentiality), 19 (Notice), 21 (Governing Law), and 22 (Arbitration) will survive, and the termination of this Agreement will not relieve any Party from any liability under this Agreement occurring prior to termination.

26.3 If this Agreement is terminated in accordance with clause 26.1(b), the Parties shall cooperate to take all such steps as may be necessary to wind up the Company voluntarily (including exercising voting rights to approve the voluntary winding-up of the Company at a meeting of Shareholders).

26.4 No Release

Termination of this Agreement shall not release any Shareholder from any other liability which at the time of termination has already accrued. Nothing in the foregoing sentence shall affect or be construed or operate as a waiver of the right of any Shareholder aggrieved by any breach of this Agreement to be compensated for any injury or damage resulting from such breach which is incurred whether before or after such termination.

27. MISCELLANEOUS

27.1 Assignment

Except as provided in this Agreement, neither Party may assign or transfer all or any of its rights or delegate its performance under this Agreement without the prior written approval of the other Party, and any such assignment, transfer or delegation shall constitute a breach of this Agreement.

27.2 Void Terms

Any term, condition, stipulation, provision, covenant or undertaking in this Agreement which, either partly or entirely, is or may become illegal, void, prohibited, invalid or unenforceable in any respect under any Laws shall be ineffective to the extent of such illegality, voidness, prohibition, invalidity or unenforceability without invalidating the remaining provisions of

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this Agreement which shall continue to apply in full force. The Shareholders shall negotiate in good faith in order to agree upon such mutually satisfactory term, condition, stipulation, provision, covenant or undertaking to replace the term, condition, stipulation, provision, covenant or undertaking which is or has become illegal, void, prohibited, invalid or unenforceable.

27.3 Entire Agreement

This Agreement, and together with its annexures, constitutes the entire agreement between the Parties relating to its subject matter and, no variations to this Agreement shall be effective unless made in writing and signed by all Parties.

27.4 Cost and Expenses

Each Party shall bear its own legal costs and expense in connection with the drafting and execution of this Agreement.

27.5 Waiver and Forbearance

The right which each of the Parties has under this Agreement shall not be prejudiced or restricted by any indulgence or forbearance extended to another Party. The failure at any time to require performance of any provision contained in this Agreement shall in no way affect the right to require the performance of that or any other provision. No waiver shall be effective in respect of any matter under this Agreement unless it is in writing and expressly refers to the specific provisions in this Agreement to which the waiver relates.

27.6 Language

The prevailing language used in this Agreement, the Memorandum and Articles and of any other documents and any correspondences related to this Agreement is the English language, and despite translation into any other language. In case of any discrepancy between the English version and the version in another language, the English version shall prevail.

27.7 Counterparts

This Agreement may be signed in any number of counterparts, all of which taken together and when delivered to the Parties by electronic mail in "portable document format" (".pdf") form, shall constitute one and the same instrument. A Party may enter into this Agreement by manually signing any such counterpart transmitted by electronic mail by the other Party, and the receiving Party may rely on the receipt of such document so executed and delivered by electronic mail as if the original had been received.

All the above clauses are valid unless MIC does not agree.

[SIGNATURE PAGE FOLLOWS]

The Parties have set their respective hands on the date first above written.

SIGNED by

Shinji Tsuchida
Senior Managing Director

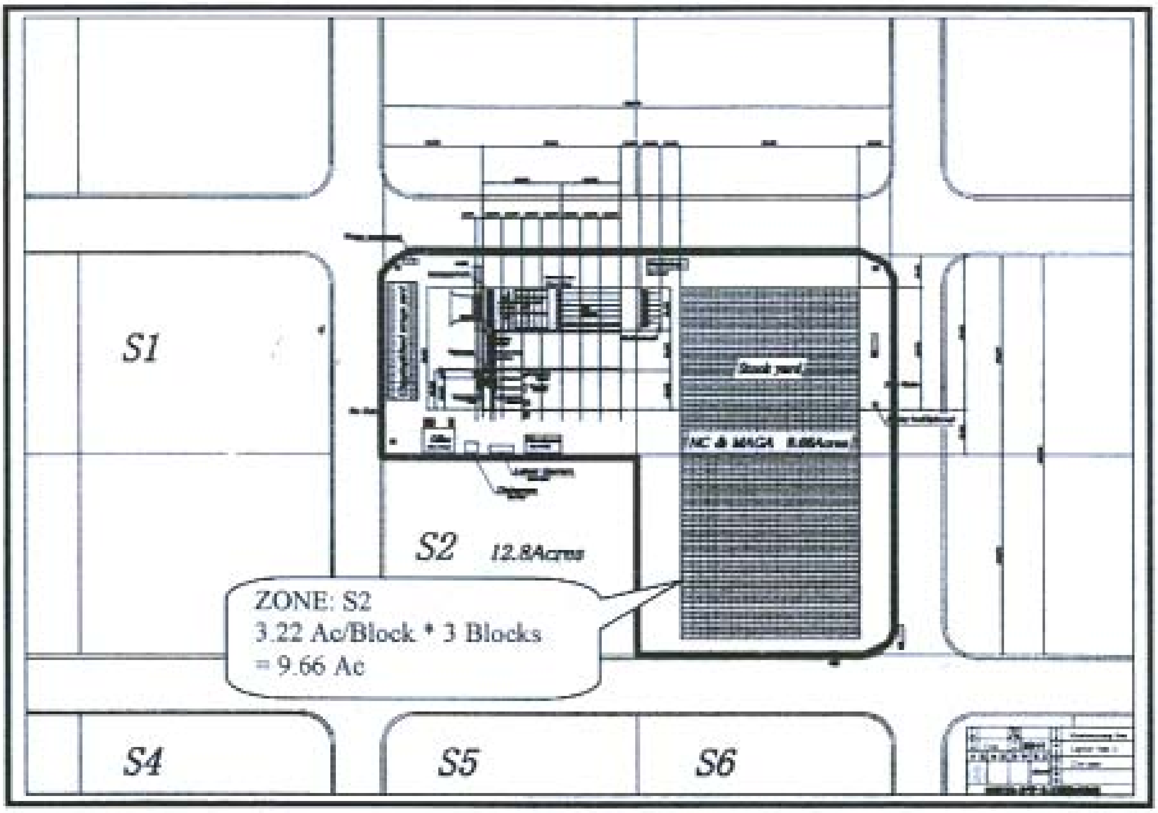
For and on behalf of
NIPPON CONCRETE INDUSTRIES CO., LTD.

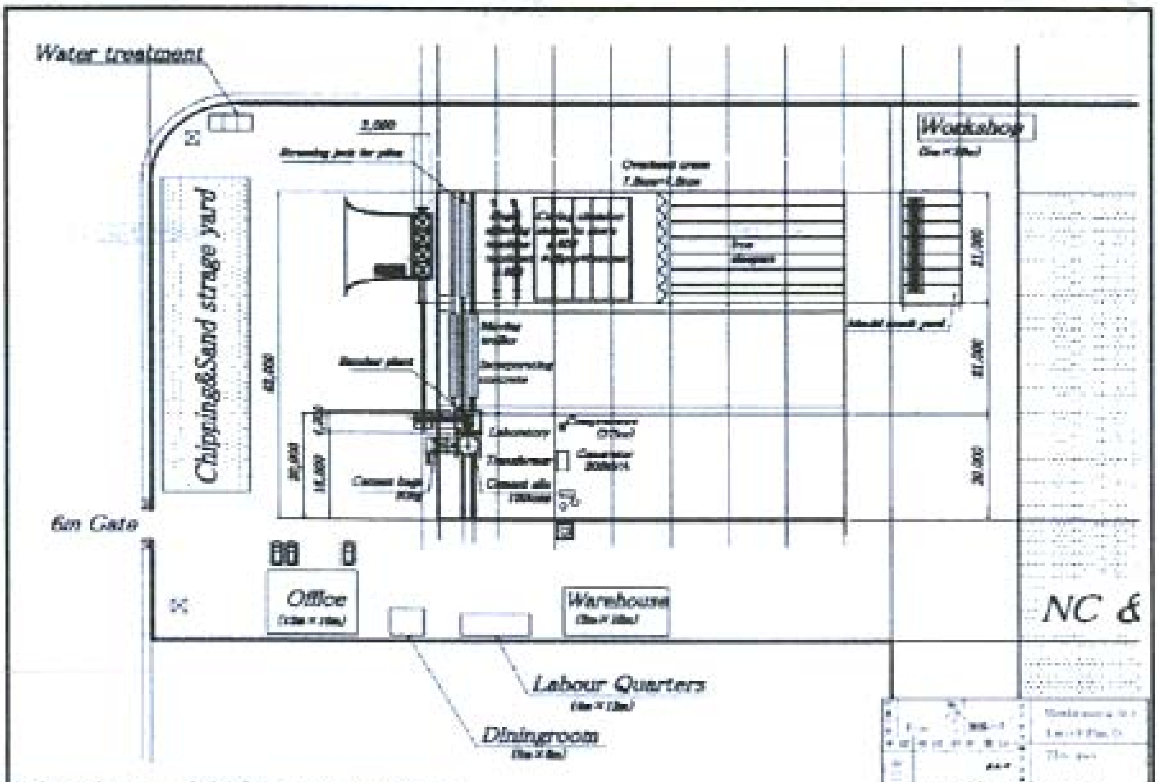
SIGNED by

U Toe Hlaing
Technical Director

For and on behalf of
MAGA MANUFACTURING CO., LTD.

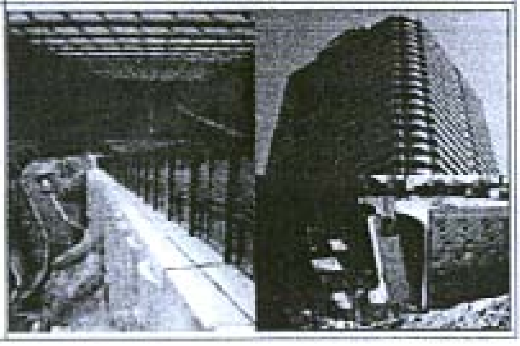

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S2
S3
S4
S5
S6





Enlarged image of NC & MaGa's new fartory

Annexure B
Products

Name of Product		Picture
1	Precast Concrete Poles	
2	Precast Concrete Piles	
3	Other precast Concrete Products <Produce on order> -Precast Box Culverts -Precast Spun Square Piles -Precast Retaining Walls/Panels -Precast Girders -Railway sleepers -etc.	

Annexure C
Schedule for Capital Contribution

<3 year plan>

Year	Capital Investment, US$		TOTAL
	NC	MaGa	
1st	US$1,200,000	US$800,000	**US$2,000,000**
2nd	US$900,000	US$600,000	**US$1,500,000**
3rd	US$1,500,000	US$1,000,000	**US$2,500,000**
		TOTAL	**US$6,000,000**

Annexure D
Initial Board of Directors/Managing Director

(a) Initial Members of Board of Directors

Title	Name
Chairman	Mr. Shinji Tsuchida
Managing Director	Mr. Toe Hlaing
Chief Financial Officer	Mr. Masato Nakamura
Director	Mr. Kyaw Kyaw Oo
Chief Operation Officer	Mr. Ken Kobayashi

(b) Initial Managing Director

Name: Mr. Toe Hlaing

Term of Office: Until the end of the second (2nd) fiscal year from the establishment of the Company

Annex-J

Environmental Management Plan for Precast Concrete ProductsManufacturing

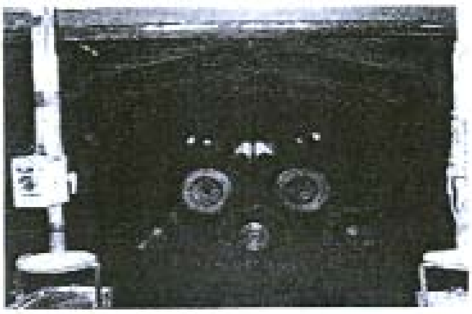
- **Project description**

In precast concrete manufacturing, the main waste is cement-sand sludge. The sludge consists of cement, sand and water. The other minor waste can be extra cut pieces of reinforcement steel.

1.1 Nature of Cement-Sand Sludge

Spinning of concrete pole and pile is one of the most characteristics process for our manufacturing. During the spinning the concrete precast concrete products such as pole and pile, some extra cement and fine sand will form 'sludge' and it will be drained out after completion of the spinning process.





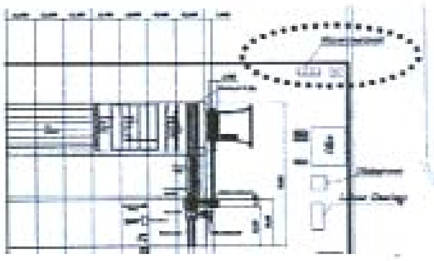
1.2 Nature of Cement

Cement is very active material and they will hydrate with water when they have contacted with water. About one hour after the contacting with water, the cement transform into gel stage. Before ten hours after the contacting with water, the cement becomes hardened. During the hardening process, the cement develops the cementing properties. Therefore, all cement, sand, water and other consistent are conglomerated into a solid.
Sometime, cement contains some extra lime during its manufacturing process of suppliers. These extra limes make the sludge into higher pH value.

1.3 Method of Waste Management

The sludge shall be transported into segregation/flocculation and sedimentation tanks. The sludge shall be kept for 24 hours to complete hardening process. The hardened sludge shall be stored in storage yard. The hardened sludge shall be willingly taken over to private contractors and donated to regional development projects. The sludge is good for sub-grade and sub-base construction of road and building.
The excess water in flocculation and sedimentation tank will be analyzed for pH value. The treatment shall be carried out to keep the water in pH value of 6.5 to 7.5. When treatment is completed, the water shall be used for concreting water.
The high pH water is good for lime-stabilization for road construction in rural areas. It can strengthen the muddy road with less cost. It could be noted that all the wastes from the sludge can be environmental friendly by products and they can be used at rural developments.

All the extra cuts reinforcement steels shall be swept by magnetic sweeper. The extra cuts shall be sold to steel mills to recycle.

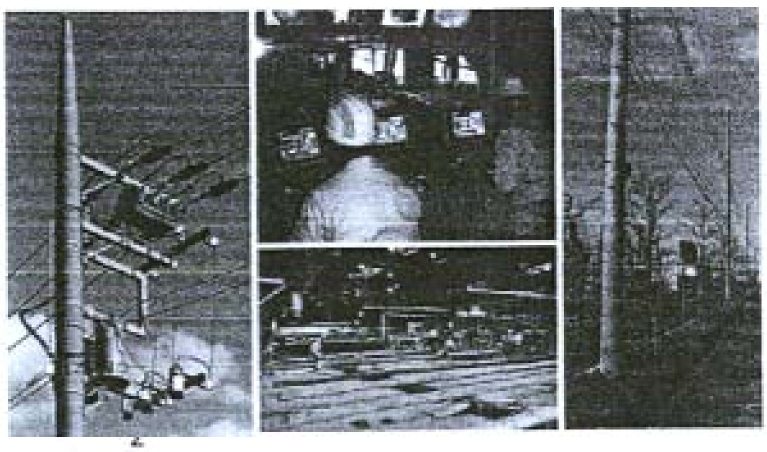




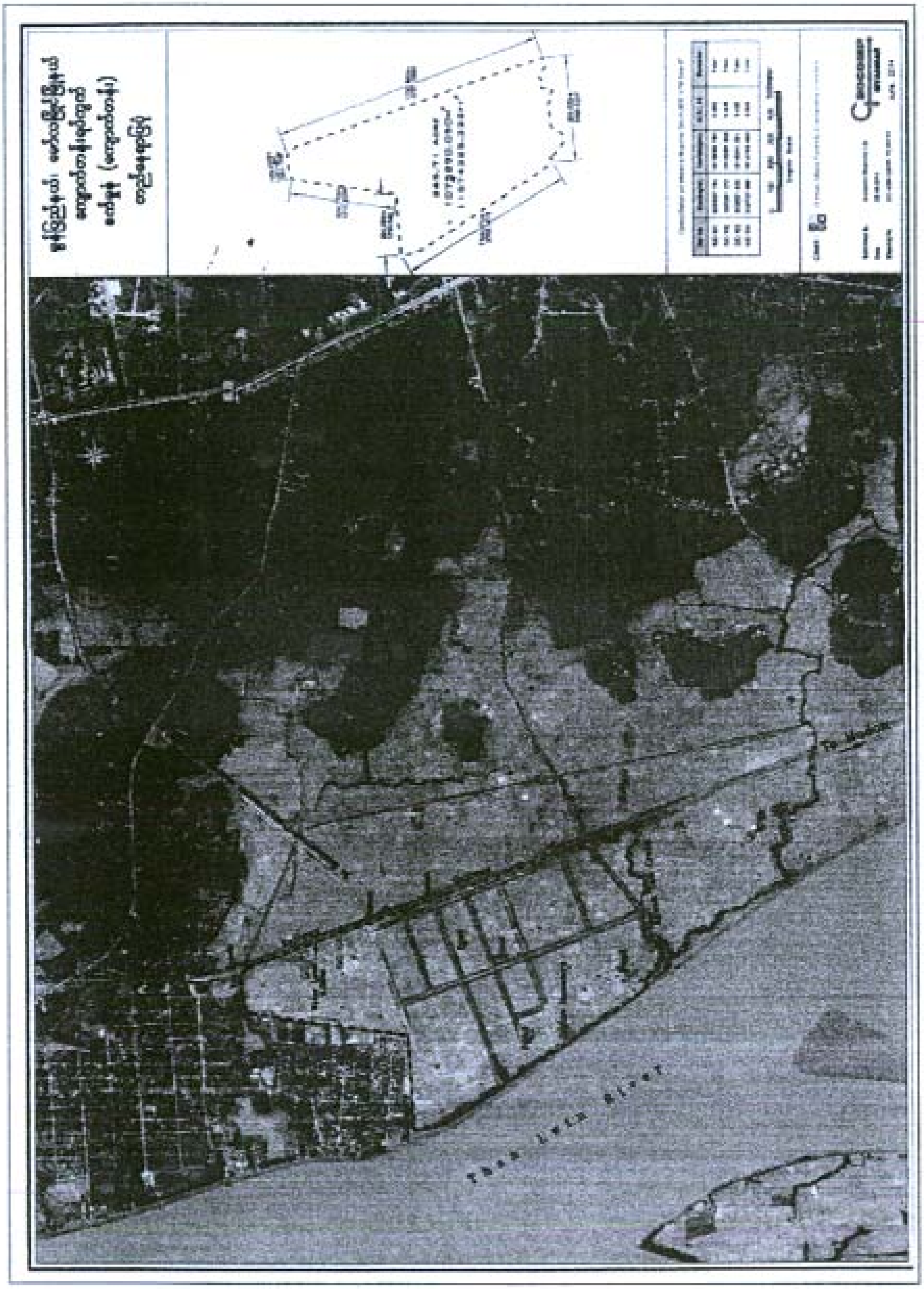
2. Environmental Advantages of Precast Concrete Production

Generally precast concrete production save the waste of concrete and other construction material comparing to ordinary on-site casting. In addition, it saves other environment impacts which are usually produced by insitu concrete casting.
Off-site fabrication of precast concrete products offers many efficiencies and advantages over traditional methods (i.e. insitu-boring method), which benefit the environment:

-Precast Concrete Products are manufactured concurrently with site preparation. This can reduce project construction times and the impact on the local community.
-As much of the work is performed in the factory, Precast Concrete Products benefit from manufacturing efficiencies, innovations and design flexibility.
-Computer-controlled batching and mixing of raw materials to avoid waste.
-Reusing moulds – steel moulds can be reused many times while the on-site wooden moulds or forms cannot be used repeatedly.
-Work on a construction site is hazardous. Factory manufacturing allows work to be carried out in a controlled, comfortable and safe environment where safety requirements are much easily met and complied. In addition, it improves quality, and reduces defects and wastage.
-Essential materials (such as cement, gravel and sand) and labor can be sourced locally, therefore, this manufacturing process can support regional economies.
-In addition, this saves transport emissions and fuel.
-Materials can be stored in safer conditions in a factory than insitu-casting method, thus greatly reducing the risks on public environment.
-NC &MaGa has expertise in managing and conserving natural resources, taking great care to design concrete mixes and manufacturing methods so that cement, aggregates and other materials are combined to produce water-tight & durable high-quality product and which will have longer service life. This would in turn lead to cost savings in the public funds and lesser impact on the environment.



Annexure A
Land Layout



- **Environmental policy**

We are committed to protect the environment by applying sound environmental management policy and practices that minimize environmental deterioration.

We are committed to:

- comply with environmental laws and regulations
- procure the necessary resources to support and implement the company's environmental policy;
- to continual improvement in environmental performance by developing environmental indicators, monitoring and auditing performance, and by implementing corrective actions where and when needed;
- report externally on environmental performance and encourage dialogue with employees, local communities and other stakeholders to promote environmental awareness;
- include environmental performance criteria in decisions on promotions, salary increases;
- reduce, re-use and recycle resources and implement proper waste management practices;
- train, motivate and ensure that all employees practice to environmental protection and pollution prevention policies;
- incorporate an emergency preparedness and response system into standard operating practices;
- monitor and report on performance through systematic audits.

- **Environmental Management Plan**

Construction	▪ Only recognized/approved materials will be used. ▪ Will avoid dangerous substances. ▪ Surface treatment will be applied. ▪ Noise reduction ability will be maintained. ▪ Sprinkle dusty area with water frequently in dusty area. ▪ Clean all areas by sweeping and flushing with water as per necessary so that the site is kept constantly clean and tidy. ▪ Periodically and upon completion, all rubbish from the works shall systematically be cleared and carted away off site. ▪ Fabrication on site must be kept to a minimum. ▪ Protection of all works and materials by installing green net or other measures that will prevent dust from spreading around.
Energy Consumption	▪ Specially designed building shapes to reduce shadows from otherbuildings, trees and landscape.
Social quality	▪ Common facilities in the area. ▪ Spaces forrelaxation, sitting, meeting the area. ▪ Spaces for play, sitting, meeting etc.
Architectural design	▪ Sustainable architectural design is applied.
Quality of building	▪ Quality of building provide goods architecture with functional, quality manufacturing plant & registration office and good craftsmanship.
Ventilation	Following ventilation facilities are included. ▪ Permanent ventilation. ▪ Natural ventilation. ▪ Mechanical ventilation.
Water consumption	Following facilities will be included: ▪ water saving toilets, showerstaps, washing machines, etc.
Waste water treatment	A waste water treatment system is adopted to ensure that all waste water is properly treated to an acceptable level before it discharges to the public sewerage.
Solid Waste Management	Construction materials waste ▪ Reduce material waste ▪ Return packaging to theproducer ▪ Selective demolition

Annex-K

STAFF WELFARE PLAN

January 13th, 2015

NC & MaGa Co., Ltd.

- Attractive salary for staff mostly from region where factory is located
- Leave and holiday allowance according to the laws.
- Training on safety, quality control, and job procedure under GMP (Good Manufacturing Practice).
- Separate staff welfare program in addition to benefits under employment contract.
- Provision of ferry, transportation allowance, meal and staff house near factory.

Annex-L

Fire Protection Plan

■Fire Protection Criteria

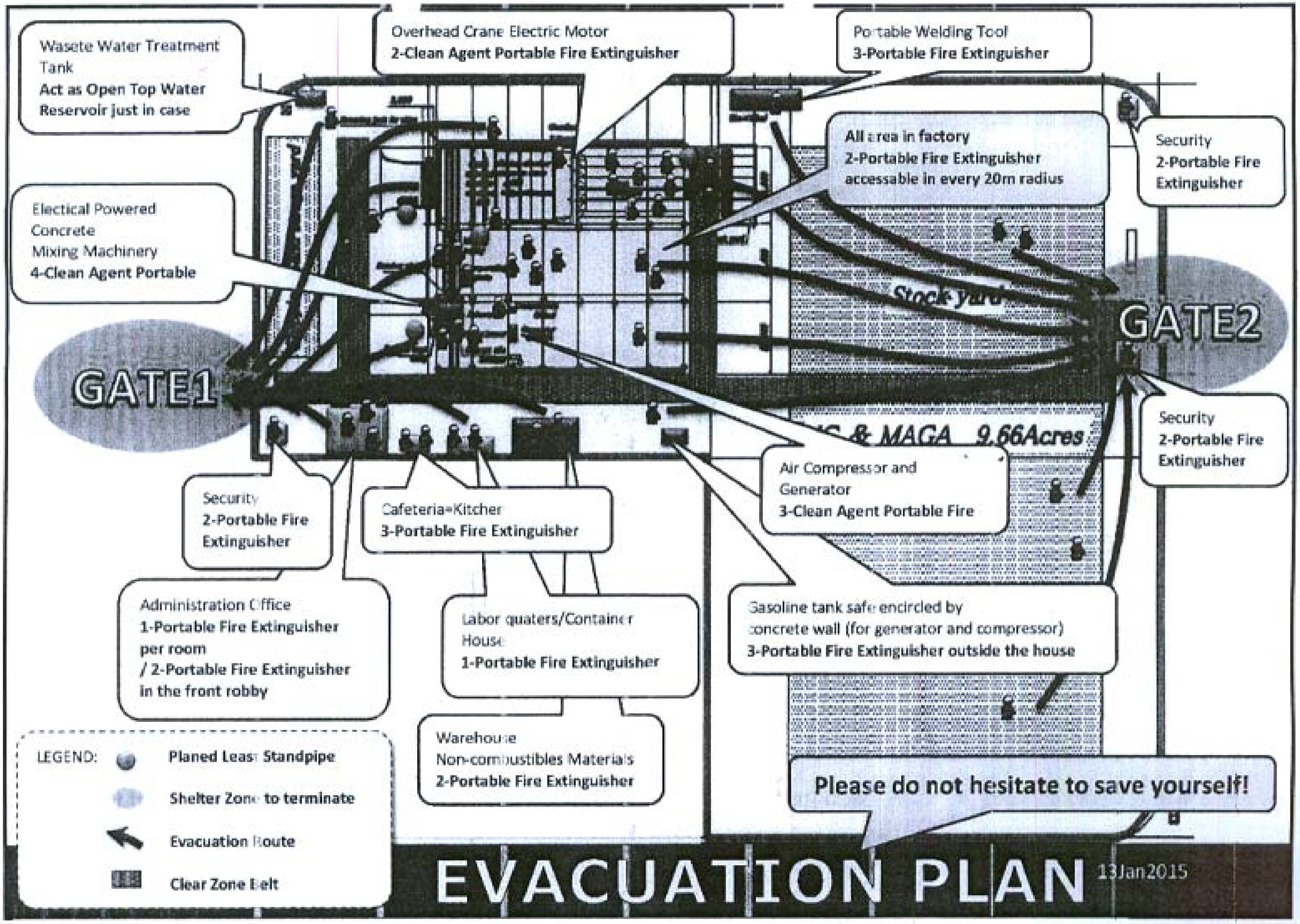
1. Design Principles for Fire Protection

Manufacturing line of concrete products is free from fire with no flammable & no combustible materials such as cement, gravel, sand and water and also least fire-causing machines such as mixer, spinning machine, steel molds, air compressor, electric power generator and overhead crane. Manufacturing facilities such as factory, batching plant and material storages are made from steel and concrete, thus they are quite fire proof.

However, there is still a chance that any of facility, machine or human can catch on fire by people's negligence when using fire such as cigarette near generator & compressor's engine oil and by flames caused by overload / overheat / short-circuit in electrical devices such as motor, control panel, PC and cables.

In order to prevent fires and injury caused by a fire or by the intake of toxic smog, following activities should be performed correctly and collectively.

- Thorough awareness to all employees of evacuation route from respective working locations.
- Maintenance of CLEAR ZONE BELT from any of loose material or trash for a safe evacuation and a 'FIRE BREAK'.
- Practice periodical evacuation training with enthusiasms.
- Location of appropriate number and kind of extinguishers with good pre-education on how to use them to all employees.
- Placement of easily found EXITING LIGHTING & SIGN in every facility.
- Keep the working space clean all the time by enhancing 5S (Sorting, Setting-in-Order, Shining, Standardizing and Sustaining the Discipline) to all employees.



Wasete Water Treatment Tank
Act as Open Top Water Reservoir just in case
Overhead Crane Electric Motor
2-Clean Agent Portable Fire Extinguisher
Portable Welding Tool
3-Portable Fire Extinguisher
All area in factory
2-Portable Fire Extinguisher accessable in every 20m radius
Security
2-Portable Fire Extinguisher
Electical Powered Concrete Mixing Machinery
4-Clean Agent Portable
Stock yard
GATE1
GATE2
& MAGA 9.66Acres
Security
2-Portable Fire Extinguisher
Air Compressor and Generator
3-Clean Agent Portable Fire
Security
2-Portable Fire Extinguisher
Cafeteria-Kitchen
3-Portable Fire Extinguisher
Administration Office
1-Portable Fire Extinguisher per room
/ 2-Portable Fire Extinguisher in the front robby
Labor quaters/Container House
1-Portable Fire Extinguisher
Gasoline tank safe encircled by concrete wall (for generator and compressor)
3-Portable Fire Extinguisher outside the house
Warehouse
Non-combustibles Materials
2-Portable Fire Extinguisher
LEGEND:
Planed Least Standpipe
Shelter Zone to terminate
Evacuation Route
Clear Zone Belt
Please do not hesitate to save yourself!
EVACUATION PLAN
13Jan2015

Annex-M

CERTIFICATION OF BALANCE

Date: 7/5/2014
Day/Month/Year

TO: NIPPON CONCRETE INDUSTRIES CO.,LTD.

We hereby certify that the balance of your account(s) with us at the close of business on 31/3/2014 is as follows.

[illegible]	CURRENCY	ACCOUNT No	[illegible]	REMARKS
ORDINARY DEPOSIT	JPY		*4,155,000,000*	
CURRENT DEPOSIT	JPY		*5,035,878*	
ORDINARY DEPOSIT IN NON YEN CURRENCY	THB		*0.00*	
ORDINARY DEPOSIT IN NON YEN CURRENCY	USD		*0.00*	
BLANK HEREUNDER				

●AMOUNT AMENDED IS INVALID.

The Bank of Tokyo-Mitsubishi UFJ,Ltd.
SHIMBASHI branch

senior manager

H. Onodera

Authorized signature

同文のもの　　1 通発行の内第　　1 号

預金残高証明書

2014年 4月28日

日本コンクリート工業株式会社 様

2014年 3月31日　現在の貴方ご名義下記預金勘定残高について相違ないことを証明いたします。

株式会社　三菱東京UFJ銀行
新橋支店

預金種類	口座番号	残高	備考欄
普通預金		¥4,155,000,000	
当座預金		¥5,035,878	
以下余白			

●この証明書の金額は訂正いたしません。
●金額は証明日現在の元帳最終残高を表わし、決済未確認の証券類を含んでいることがあります。

13.09

同文のもの　　1 通発行の内第　　1 号

外 貨 預 金 残 高 証 明 書

2014年 4月28日

日本コンクリート工業株式会社 様

2014年 3月31日　現在の貴方ご名義下記預金勘定残高について相違ないことを証明いたします。

株式会社 三菱東京UFJ銀行
新橋支店

預金種類	通貨	口座番号	残高	備考欄
外貨普通預金	USD	3134382	*0.00*	
外貨普通預金	THB	3045151	*0.00*	
以下余白				

●この証明書の金額は訂正いたしません。
●金額は証明日現在の元帳最終残高を表わし、決済未確認の証券類を含んでいることがあります。

NIPPON CONCRETE INDUSTRIES CO., LTD.
NC SHIBAURA BLDG. 4-6-14 SHIBAURA, MINATO-KU, TOKYO, 108-0023 JAPAN
TEL: +81-3-3452-1026 FAX: +81-3-3452-1121

Board of Directors List of Nippon Concrete Industries Co., Ltd.

Name	Director since
Katsuhiko Amiya	June, 1998
Shinji Tsuchida	June, 2009
Toshihiro Sato	June, 2007
Masao Manabe	June, 2004
Tatsumi Higuchi	June, 2010
Takao Oikawa	June, 2009
Toshikatsu Inoue	June, 2009
Shoichi Imai	June, 2013
Toshihiro Yokoyama	June, 2013
Masaru Okayama	June, 2014
Isao Yagi	June, 2011
Tomoaki Nakagawa	June, 2013

I, the undersigned, do hereby certify that above list was accurate and correct.

Ken Kobayashi
July 16, 2014

NIPPON CONCRETE INDUSTRIES CO., LTD.
NC Shibaura Building, 4-6-14, Shibaura, Minato-Ku,
Tokyo 108-8560 JAPAN
TEL: +81-3-3452-1026 FAX: +81-3-3452-1121

July 18, 2014

CERTIFICATE OF TRANSLATION

I, the undersigned, do hereby certify that the following documents were accurately and correctly translated by myself.

1. Articles of Incorporation

2. Certificate of Total Historical Records

3. Consolidated Financial Statements, etc.

   ① Consolidated Balance Sheet
   ② Consolidated Profit and Loss Statement and Consolidated Statement of Comprehensive Income
   ③ Consolidated Statement of Shareholder's Equity
   ④ Consolidated Statement of Cash Flows

Ken Kobayashi

Ken Kobayashi

General Manager
Overseas Department

Certificate of Total Historical Records

NC Shibaura Bldg., 6-14 Shibaura 4-chome, Minato-ku, Tokyo

NIPPON CONCRETE INDUSTRIES CO., LTD.

Corporate Registration No: 0104-01-022551

Corporate Name	NIPPON CONCRETE INDUSTRIES CO., LTD.	
Head Office	*8-27 Konan 1-chome, Minato-ku, Tokyo	Relocated on July 1, 1996
	NC Shibaura Bldg., 6-14 Shibaura 4-chome, Minato-ku, Tokyo	Relocated on October 15, 2013 Registered on October 15, 2013
Method of Public Notice	Public Notices of the Company shall be made electronically on the Company's website: http://www.ncic.co.jp/ In the event, however, that a notice cannot be posted electronically due to an accident or other unavoidable circumstances, the Company shall post such notice in the Nikkei published in Tokyo.	Changed on June 29, 2006 Registered on June 30, 2006
Date of Incorporation of the Company	August 5, 1948	
Purpose	1. Manufacture and sale of various products using concrete or other materials, such as poles, piles and blocks; 2. Design, supervision and undertaking of construction of buildings and structures; 3. Collection, processing and sale of gravel, sand, soil and stones; 4. Manufacture and sale of fertilizer; 5. Design, production and installation of and provision of technical guidance for manufacturing plants related to each of the preceding items; 6. Collection, transportation, processing, disposal and recycling of industrial waste; 7. Sale of recycled products, construction materials and chemicals; 8. Consulting business related to environmental preservation and resource recycling; 9. Purchase, sale, leasing, renting, brokerage and administration of real property; 10. Investment in businesses related to each of the preceding items; 11. All businesses incidental and related to each of the preceding items. Changed on June 29, 2010 Registered on July 1, 2010	
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	Changed on June 27, 2014 Registered on July 1, 2014	
Share Unit	1,000 shares	
Total Number of Authorized Shares	180,000,000 shares	Changed on June 29, 2005 Registered on June 30, 2005
Total Number of Shares Outstanding and Number of Shares by Type	Total number of outstanding shares: <u>51,377,432</u>	Changed on February 1, 2006 Registered on February 13, 2006
	Total number of outstanding shares: <u>51,677,432</u>	Changed on January 7, 2014 Registered on June 6, 2014
	Total number of outstanding shares: <u>52,677,432</u>	Changed on January 9, 2014 Registered on June 6, 2014
	Total number of outstanding shares: <u>53,677,432</u>	Changed on January 10, 2014 Registered on June 6, 2014
	Total number of outstanding shares: <u>55,177,432</u>	Changed on January 15, 2014 Registered on June 6, 2014
	Total number of outstanding shares: <u>55,877,432</u>	Changed on January 16, 2014 Registered on June 6, 2014
	Total number of outstanding shares: 55,777,432	Changed on February 5, 2014 Registered on June 6, 2014
Capital	<u>3,658,569,624 yen</u>	Changed on February 1, 2006 Registered on June 13, 2006
	<u>3,728,847,624 yen</u>	Changed on January 7, 2014 Registered on June 6, 2014
	<u>3,960,107,624 yen</u>	Changed on January 9, 2014 Registered on June 6, 2014

	4,192,367,624 yen	Changed on January 10, 2014 Registered on June 6, 2014
	4,535,507,624 yen	Changed on January 15, 2014 Registered on June 6, 2014
	*4,698,789,624 yen	Changed on January 16, 2014 Registered on June 6, 2014
	5,111,583,624 yen	Changed on February 5, 2014 Registered on June 6, 2014
Name of Shareholder Registry Administrator and Address and Place of Business	33-1 Shiba 3-chome, Minato-ku, Tokyo Head office of The Chuo Mitsui Trust and Banking Company, Limited Changed on December 4, 2000 Registered on December 25, 2000	
	4-1 Marunouchi 1-chome, Chiyoda-ku, Tokyo Sumitomo Mitsui Trust Bank, Limited 4-1 Marunouchi 1-chome, Chiyoda-ku, Tokyo Sumitomo Mitsui Trust Bank, Limited, Stock Transfer Agency Business Planning Department Changed on April 1, 2012 Registered on April 2, 2012	
Matters related to Directors	Director Katsuhiko Amiya	Reelected on Reelected on June 29, 2010 Registered on Registered on July 1, 2010
	Director Katsuhiko Amiya	Reelected on June 29, 2011 Registered on June 30, 2011
	Director Katsuhiko Amiya	Reelected on June 28, 2012 Registered on June 29, 2012
	Director Katsuhiko Amiya	Reelected on June 27, 2013 Registered on June 28, 2013
	Director Katsuhiko Amiya	Reelected on June 27, 2014 Registered on July 1, 2014

	Director Toshihiro Sato	Reelected on June 29, 2010
		Registered on July 1, 2010
	Director Toshihiro Sato	Reelected on June 29, 2011
		Registered on June 30, 2011
	Director Toshihiro Sato	Reelected on June 28, 2012
		Registered on June 29, 2012
	Director Toshihiro Sato	Reelected on June 27, 2013
		Registered on June 28, 2013
	Director Toshihiro Sato	Reelected on June 27, 2014
		Registered on July 1, 2014
	Director Takao Oikawa	Reelected on June 29, 2010
		Registered on July 1, 2010
	Director Takao Oikawa	Reelected on June 29, 2011
		Registered on June 30, 2011
	Director Takao Oikawa	Reelected on June 28, 2012
		Registered on June 29, 2012
	Director Takao Oikawa	Reelected on June 27, 2013
		Registered on June 28, 2013
	Director Takao Oikawa	Reelected on June 27, 2014
		Registered on July 1, 2014

	Director Toshikatsu Inoue	Reelected on June 29, 2010
		Registered on July 1, 2010
	Director Toshikatsu Inoue	Reelected on June 29, 2011
		Registered on June 30, 2011
	Director Toshikatsu Inoue	Reelected on June 28, 2012
		Registered on June 29, 2012
	Director Toshikatsu Inoue	Reelected on June 27, 2013
		Registered on June 28, 2013
	Director Toshikatsu Inoue	Reelected on June 27, 2014
		Registered on July 1, 2014
	Director Yasumitsu Saeki	Reelected on June 29, 2010
	(Outside Director)	Registered on July 1, 2010
	Director Yasumitsu Saeki	Reelected on June 29, 2011
	(Outside Director)	Registered on June 30, 2011
	Director Yasumitsu Saeki	Reelected on June 28, 2012
	(Outside Director)	Registered on June 29, 2012
		Retired on June 27, 2013
		Registered on June 28, 2013

	Director Isao Yagi (Outside Director)	Elected on June 29, 2011
		Registered on June 30, 2011
	Director Isao Yagi (Outside Director)	Reelected on June 28, 2012
		Registered on June 29, 2012
	Director Isao Yagi (Outside Director)	Reelected on June 27, 2013
		Registered on June 28, 2013
	Director Isao Yagi (Outside Director)	Reelected on June 27, 2014
		Registered on July 1, 2014
	Director Shoichi Imai	Elected on June 27, 2013
		Registered on June 28, 2013
	Director Shoichi Imai	Reelected on June 27, 2014
		Registered on July 1, 2014
	Director Toshihiro Yokoyama	Elected on June 27, 2013
		Registered on June 28, 2013
	Director Toshihiro Yokoyama	Reelected on June 27, 2014
		Registered on July 1, 2014
	Director Tomoaki Nakagawa (Outside Director)	Elected on June 27, 2013
		Registered on June 28, 2013
	Director Tomoaki Nakagawa (Outside Director)	Reelected on June 27, 2014
		Registered on July 1, 2014
	Director Masaru Okayama	Elected on June 27, 2014
		Registered on July 1, 2014

	34-27 Higashi-Omiya 5-chome, Minuma-ku, Saitama-shi Representative Director Katsuhiko Amiya	Reelected on June 29, 2010 Registered on July 1, 2010
	34-27 Higashi-Omiya 5-chome, Minuma-ku, Saitama-shi Representative Director Katsuhiko Amiya	Reelected on June 29, 2011 Registered on June 30, 2011
	34-27 Higashi-Omiya 5-chome, Minuma-ku, Saitama-shi Representative Director Katsuhiko Amiya	Reelected on June 28, 2012 Registered on June 29, 2012
	Higashi-Omiya 5-chome, Minuma-ku, Saitama-shi Representative Director Katsuhiko Amiya	Reelected on June 27, 2013 Registered on June 28, 2013
	Higashi-Omiya 5-chome, Minuma-ku, Saitama-shi Representative Director Katsuhiko Amiya	Reelected on June 27, 2014 Registered on July 1, 2014
	Corporate Auditor Keiko Higuchi (Outside Corporate Auditor)	Reelected on June 28, 2007 Registered on June 29, 2007
	Corporate Auditor Keiko Higuchi (Outside Corporate Auditor)	Reelected on June 29, 2011 Registered on June 30, 2011
		Retired on June 27, 2013 Registered on June 28, 2013
	Corporate Auditor Michiyoshi Igarashi	Elected on June 26, 2009 Registered on July 1, 2009
	Corporate Auditor Michiyoshi Igarashi	Reelected on June 27, 2013 Registered on June 28, 2013
	Corporate Auditor Setsuo Nakamura (Outside Corporate Auditor)	Elected on June 26, 2009 Registered on July 1, 2009
	Corporate Auditor Setsuo Nakamura (Outside Corporate Auditor)	Reelected on June 28, 2012 Registered on June 29, 2012
	Corporate Auditor Makoto Ando (Outside Corporate Auditor)	Elected on June 27, 2013 Registered on June 28, 2013

<table>
<tr><td rowspan="10"></td><td rowspan="2">Accounting Auditor Deloitte Touche Tohmatsu LLC</td><td>Reelected on June 29, 2010</td></tr>
<tr><td>Registered on July 1, 2010</td></tr>
<tr><td rowspan="2">Accounting Auditor Deloitte Touche Tohmatsu LLC</td><td>Reelected on June 29, 2011</td></tr>
<tr><td>Registered on June 30, 2011</td></tr>
<tr><td rowspan="2">Accounting Auditor Deloitte Touche Tohmatsu LLC</td><td>Reelected on June 28, 2012</td></tr>
<tr><td>Registered on June 29, 2012</td></tr>
<tr><td rowspan="2">Accounting Auditor Deloitte Touche Tohmatsu LLC</td><td>Reelected on June 27, 2013</td></tr>
<tr><td>Registered on June 28, 2013</td></tr>
<tr><td rowspan="2">Accounting Auditor Deloitte Touche Tohmatsu LLC</td><td>Reelected on June 27, 2014</td></tr>
<tr><td>Registered on July 1, 2014</td></tr>
<tr><td>Provision regarding Release of Directors, etc. from Their Liabilities to the Company</td><td colspan="2">The Company may, pursuant to Article 426, Paragraph 1 of the Companies Act, exempt Directors (including former Directors) from their liabilities for damages resulting from neglect of duty to the extent permitted by laws and ordinances by resolution of the Board of Directors.
The Company may, pursuant to Article 426, Paragraph 1 of the Companies Act, exempt Corporate Auditors (including former Corporate Auditors) from their liabilities for damages resulting from neglect of duty to the extent permitted by laws and ordinances by resolution of the Board of Directors.
Changed on June 29, 2006 Registered on June 30, 2006</td></tr>
<tr><td>Provision regarding Limitation on Liabilities of Outside Directors, etc. to the Company</td><td colspan="2">The Company may, pursuant to Article 427, Paragraph 1 of the Companies Act, enter into an agreement with Outside Directors which sets forth the limited liability for damages resulting from neglect of duty, provided that the maximum liability under such agreement shall be the higher of a predetermined amount which is at least one million (1,000,000) yen or the amount provided for in laws and ordinances.
The Company may, pursuant to Article 427, Paragraph 1 of the Companies Act, enter into an agreement with Outside Corporate Auditors which sets forth the limited liability for damages resulting from neglect of duty, provided that the maximum liability under such agreement shall be the higher of a predetermined amount which is at least one million (1,000,000) yen or the amount provided for in laws and ordinances.
The Company may, pursuant to Article 427, Paragraph 1 of the Companies Act, enter into an agreement with an Accounting Auditor which sets forth the limited liability for damages resulting from neglect of duty, provided that the maximum liability under such agreement shall be the higher of a predetermined amount which is at least one million (1,000,000) yen or the amount provided for in laws and ordinances.
Changed on June 29, 2006 Registered on June 30, 2006</td></tr>
<tr><td>Stock Acquisition Right</td><td colspan="2">First series stock acquisition rights
Number of stock acquisition rights:
8,900
6,900
Changed on December 31, 2013 Registered on June 6, 2014
6,400
Changed on January 6, 2014 Registered on June 6, 2014
6,100
Changed on January 7, 2014 Registered on June 6, 2014</td></tr>
</table>

5,100
Changed on January 9, 2014 Registered on June 6, 2014

4,100
Changed on January 10, 2014 Registered on June 6, 2014

2,600
Changed on January 15, 2014 Registered on June 6, 2014

1,900
Changed on January 16, 2014 Registered on June 6, 2014

Type and number of shares subject to stock acquisition rights, or the method for calculating that number

(1) The number of shares subject to stock acquisition rights shall be 8,900,000 shares of common stock of the Company (the number of shares subject to one of these stock acquisition rights [hereinafter referred to as the "Number of Shares To Be Delivered"] shall be 1,000). However, if the Number of Shares To Be Delivered is adjusted according to Items (2) through (5) of this paragraph, the total number of shares subject to these stock acquisition rights shall be adjusted according to the Number of Shares To Be Delivered after the adjustment.

(2) If the Company adjusts the Exercise Price (as defined below; the same shall apply hereinafter) according to the regulations for adjustment of Exercise Prices, the Number of Shares To Be Delivered shall be adjusted according to the following equation.

$$\text{Number of Shares To Be Delivered After Adjustment} = \frac{\text{Number of Shares To Be Delivered Before Adjustment} \times \text{Exercise Price Before Adjustment}}{\text{Exercise Price After Adjustment}}$$

The Exercise Price Before Adjustment and the Exercise Price After Adjustment in the above equation shall be the Exercise Price Before Adjustment and the Exercise Price After Adjustment to be defined in the "Adjustment of Exercise Price" section respectively.

(3) The adjustment set forth in the preceding item shall be made only regarding the Number of Shares To Be Delivered relevant to these stock acquisition rights unexecuted as of such time, and any fraction less than one share resulting from the adjustment shall be rounded down.

(4) The date when the Number of Shares To Be Delivered After Adjustment shall be applied shall be the same as the date when regarding the adjustment of the Exercise Price in accordance with Items (2), (4) and (5) of the "Adjustment of Exercise Price" section concerning the relevant reason for the adjustment, the Exercise Price After Adjustment defined in each of the items is to be applied.

(5) When making an adjustment of the Number of Shares To Be Delivered, the Company shall notify, in writing, each person entitled to the stock acquisition rights in the register of stock acquisition rights (hereinafter referred to as the "Persons entitled to the Stock Acquisition Rights") of such fact, the reason therefor, the Number of Shares To Be Delivered Before Adjustment, the Number of Shares To Be Delivered After Adjustment, the date of the application and other

necessary matters beforehand. In case of Item (2) (f) of the "Adjustment of Exercise Price" section and other cases where the notification set forth above cannot be made no later than the day before the date when the adjustment is to be applied, the notification shall be made promptly on or after the date when the adjustment is applied.

Amount to be paid for the stock acquisition rights offered, the method used to calculate the amount or the statement that no payment is required

2520 yen per stock acquisition right

Value of assets contributed upon exercise of stock acquisition rights or the method used to calculate the value

(1) The assets to be contributed upon exercise of this stock acquisition right shall be cash, and the amount to be contributed upon exercise of one stock acquisition right shall be the amount obtained by multiplying an amount of money contributed per common share of the Company upon the exercise (hereinafter referred to as the "Exercise Price") by the Number of Shares To Be Delivered, and any fraction less than one yen resulting from the calculation shall be rounded up.

(2) The Exercise Price shall be 516 yen initially. However, the Exercise Price is subject to revision or adjustment in accordance with the provisions in the Revision of Exercise Price" section or "Adjustment of Exercise Price" section.

Revision of Exercise Price

(1) On and after December 24, 2013 (hereinafter referred to as the "Exercise Price Revision Commencement Day"), if an amount (of which any fraction less than one yen shall be rounded up; hereinafter referred to as the "Revision Date Price") equivalent to 91% of the closing price of one common share of the Company traded in regular transactions on the Tokyo Stock Exchange (hereinafter referred to as "TSE") (if there is no closing price on that day, then the closing price on the day immediately preceding that day) on the trading day immediately prior to a date when a notification of demand for exercise of the stock acquisition rights is made as set forth in Item (1) of "Demand for exercise of the stock acquisition rights and the payment method" (hereinafter referred to as the "Revision Date") is at least one yen higher or lower than the Exercise Price which is effective immediately prior to such Revision Date, such Exercise Price shall be revised to the Revision Date Price on or after the Revision Date (the Exercise Price after the revision shall be hereinafter referred to as the "Exercise Price After Revision").

However, if as a result of the above calculation, the Exercise Price After Revision falls below 361 yen (provided that this value shall be adjusted according to Items (1) through (5) of "Adjustment of Exercise Price"; hereinafter referred to as the "Minimum Exercise Price"), the Exercise Price After Revision shall be the Minimum Exercise Price.

(2) If the Exercise Price is to be revised according to the preceding item, the Company shall notify each Person Entitled to the Stock Acquisition Rights of the Exercise Price After Revision at the time of payment set forth in Item (2) of "Demand for exercise of the stock acquisition rights and the payment method".

Adjustment of Exercise Price

(1) If changes are made or may be made to the number of the Company's common shares in accordance with any of the events set forth in Item (2) of this paragraph after the issuance of these stock acquisition rights, the Company shall adjust the Exercise Price using the following equation (hereinafter referred to as "Equation For Exercise Price Adjustment").

$$\text{Exercise Price After Adjustment} = \text{Exercise Price Before Adjustment} \times \frac{\text{Number of Issued Common Shares} + \dfrac{\text{Common Shares To Be Delivered} \times \text{Amount of Payment per Share}}{\text{Market Value}}}{\text{Number of Issued Common Shares} + \text{Common Shares To Be Delivered}}$$

(2) Cases where an adjustment is made to the Exercise Price of these stock acquisition rights in accordance with the Equation For Exercise Price Adjustment and the timing when the Exercise Price is to be applied after the adjustment shall be as set forth below.

(a) When common shares of the Company are to be delivered for the amount of payment below the Market Value (as defined in Item (3) (b) of this paragraph; the same shall apply hereinafter) (however, excluding cases where such shares are delivered in exchange for shares with acquisition clause, shares with put option or stock acquisition rights with acquisition clause (including those attached to bonds with stock acquisition rights) issued by the Company, or delivery through conversion, exchange or exercise of stock acquisition rights (including those attached to bonds with stock acquisition rights), other securities or rights that can demand delivery of common shares of the Company), the Exercise Price after the adjustment shall be applied on or after the following day of the payment date (in case a payment period is provided for the offering, then the last day of such payment period; the same shall apply hereinafter), and if there is a record date in order to vest the Shareholders of Common Shares of the Company (hereinafter referred to as "Common Shareholders of the Company") with allocation, then on or after the day following the record date.

(b) In case of share split of common shares of the Company or gratis allotment of common shares of the Company, the Exercise Price after adjustment shall be applied on or after the day following the record date for the share split of common shares of the Company or on or after the day following the effective date of gratis allotment of common shares of the Company, provided that if a

record date is provided for to vest the Common Shareholders of the Company with gratis allotment of common shares of the Company, then it shall be applied on or after the day following such date.

(c) If the Company intends to issue shares with put option in exchange for acquisition of which it is provided for that common shares of the Company shall be delivered for the Consideration (as defined in Item (3)(e) of this paragraph; the same shall apply hereinafter) below the Market Value (including a case of gratis allotment), or if the Company intends to issue stock acquisition rights (including those attached to bonds with stock acquisition rights), other securities or rights (including a case of gratis allotment) that can demand for delivery of common shares of the Company for the Consideration below the Market Value, the Exercise Price after adjustment shall be calculated applying the Equation For Exercise Price Adjustment mutatis mutandis assuming the number of common shares of the Company that would be delivered if all the shares with put option, stock acquisition rights (including those attached to bonds with stock acquisition rights), and other securities or rights to be issued (hereinafter referred to as "Shares with Put Option, Etc.") were converted, exchanged or exercised in compliance with the initial conditions as the "Common Shares To Be Delivered" used in the Equation For Exercise Price Adjustment, and shall be applied on or after the day following the payment date (in case of stock acquisition rights (including those attached to bonds with stock acquisition rights), the day of allotment) or on or after the day following the effective date of the gratis allotment, provided that if a record date is provided for to vest the Common Shareholders of the Company with the allotment, then it shall be applied on or after the day following such date.

Notwithstanding the above, if the Consideration for common shares of the Company to be delivered upon conversion, exchange or exercise has not been established at the time when Shares with Put Option, Etc. are issued, then the Exercise Price after adjustment shall be calculated applying the Equation For Exercise Price Adjustment mutatis mutandis assuming the number of common shares of the Company that would be delivered if all the Shares with Put Option, Etc. issued when such Consideration is established were converted, exchanged or exercised in compliance with the conditions at the time of establishment of such Consideration as "Common Shares To Be Delivered" used in the Equation For Exercise Price Adjustment, and shall be applied on or after the day following the establishment date of Consideration.

(d) When common shares of the Company are to be issued for the Consideration below the Market Value in exchange for the shares with acquisition clause or stock acquisition rights with acquisition clause (including those attached to

bonds with stock acquisition rights) issued by the Company, the Exercise Price after adjustment shall be applied on or after the day following the acquisition day.

Notwithstanding the above, if adjustment of the Exercise Price was made in accordance with (c) or (e) of this item before the said adjustment regarding the above mentioned shares with acquisition clause or stock acquisition rights with acquisition clause (including those attached to bonds with stock acquisition rights) (hereinafter referred to as "Shares with Acquisition Clause, Etc."), and (i) only when the Number of Fully-diluted Common Shares after the delivery set forth above (as defined in Item (3)(f) of this paragraph; the same shall apply hereinafter) exceeds the Number of Issued Common Shares immediately before the delivery (as defined in Item (3)(c) of this paragraph; the same shall apply hereinafter), the Exercise Price after adjustment shall be calculated applying the Equation For Exercise Price Adjustment mutatis mutandis assuming such excess number of common shares as "Common Shares To Be Delivered" used in the Equation For Exercise Price Adjustment, and (ii) if it does not exceed the Number of Issued Common Shares immediately before the delivery as stated above, the adjustment set forth in this (d) shall not be made.

(e) When the Consideration per one share of the common shares of the Company (for the purpose of this (e), "Acquisition Price, Etc.") is downwardly revised (excluding adjustment based on Item (2) of this paragraph or anti-dilution provisions similar to Item (4) of this paragraph) in accordance with the issuance conditions of the Shares with Put Option, Etc., and the said Acquisition Price, Etc. after the downward revision becomes lower than the Market Value on the day when the relevant revision is made (hereinafter referred to as "Revision Date for Acquisition Price, Etc.").

(i) If, regarding the said Shares with Put Option, Etc., the adjustment of the Exercise Price pursuant to (c) of this item was not made before the Revision Date for Acquisition Price, Etc., the Exercise Price after adjustment shall be calculated applying the provision of (c) of this item mutatis mutandis assuming the number of common shares of the Company to be delivered upon conversion, exchange or exercise of all of the remaining Shares with Put Option, Etc. as of the Revision Date for Acquisition Price, Etc. in accordance with terms and conditions effective as of the Revision Date for Acquisition Price, Etc. as "Common Shares To Be Delivered" used in the Equation For Exercise Price Adjustment, and shall be applied on or after the day following the Revision Date for Acquisition Price, Etc.

(ii) If, regarding the said Shares with Put Option, Etc., the adjustment of the

Revision Date for Acquisition Price, Etc., and if the Number of Fully-diluted Common Shares based on the assumption that the number of common shares of the Company to be delivered upon conversion, exchange or exercise of all of the remaining Shares with Put Option, Etc. as of the Revision Date for Acquisition Price, Etc. in accordance with terms and conditions effective as of the Revision Date for Acquisition Price, Etc. exceeds the Number of Issued Common Shares assumed in the case of such revision being not made, then the Exercise Price after adjustment shall be calculated applying the Equation For Exercise Price Adjustment mutatis mutandis assuming such excess number of common shares as "Common Shares To Be Delivered" used in the Formula For Exercise Price Adjustment, and shall be applied on or after the day following the Revision Date for Acquisition Price, Etc.; and if a multiple number of revisions are to be made to the Acquisition Price, Etc. in a month, the Exercise Price after adjustment shall be calculated applying the Equation For Exercise Price Adjustment mutatis mutandis on the lowest price of the revised Acquisition Prices, Etc., and shall be applied on or after the day following the last day of such month.

(f) In each transaction under (a) through (c) of this item, if a record date is provided for to vest the Common Shareholders of the Company with allotment and effectiveness of each transaction is subject to approval by a General Meeting of Shareholders or Board of Directors meeting or other body of the Company to be held on or after such record date, then notwithstanding the provisions of (a) through (c) of this item, the Exercise Price after adjustment shall be applied on or after the day following the day of such approval.

In such case, the number of common shares of the Company calculated using the following method shall be delivered to persons entitled to the stock acquisition rights who exercised the stock acquisition rights during the period from the date following such record date to the day of approval of such transaction, provided that provisions of Item (2) regarding the timing of exercise of stock acquisition rights becoming valid, etc. shall apply mutatis mutandis to the delivery of shares.

$$\text{Number of Shares} = \frac{(\text{Exercise Price Before Adjustment} - \text{Exercise Price After Adjustment}) \times \text{Number of Shares Delivered during the Period for Exercise Price Before Adjustment}}{\text{Exercise Price After Adjustment}}$$

(g) In case securities or rights similar to the securities or rights set forth in (a) through (e) of this item are delivered, the Exercise Price after adjustment shall be calculated by applying mutatis mutandis the provisions regarding securities or rights similar to the securities or rights out of provisions set forth in (a) through (f) of this item.

(3) (a) Regarding Equation For Exercise Price Adjustment, the calculation shall be made up to the second decimal place and rounded down to one decimal place.

(b) The "Market Value" for the purpose of Equation For Exercise Price Adjustment and item (2) of this paragraph shall mean the average value of closing prices of every day of common shares of the Company traded in regular transactions on the TSE for a 30-trading-day period commencing on the 45th trading day (excluding days without closing price) prior to the date when the Exercise Price after adjustment is to be applied (however, in case of Item (2)(f) of this paragraph, the record date). In this case, the calculation of the average value shall be made up to the second decimal place, and be rounded down to one decimal place.

(c) The "Number of Issued Common Shares" for the purpose of Equation For Exercise Price Adjustment and Item (2) of this paragraph shall be obtained by subtracting the number of common shares held by the Company as of, if a record date is provided for to vest the Common Shareholders of the Company with allotment, then the date, and if such record date is not provided for, then the day one month prior to the date when the Exercise Price after adjustment is to be applied, from the number of issued and outstanding common shares of the Company on such day, and adding the number of common shares of the Company that have not been delivered and that were assumed as the "Common Shares To Be Delivered" based on Item (2) or (4) of this paragraph before the adjustment of the Exercise Price.

(d) In case of a share split of common shares of the Company, the "Common Shares To Be Delivered" to be used in Equation For Exercise Price Adjustment shall not include the number of common shares of the Company that were added on the record date relevant to the common shares of the Company held by the Company.

(e) The "Consideration" for the purpose of Item (2) of this paragraph shall be the amount of money obtained by subtracting, from the amount paid on the issuance of said shares or stock acquisition rights (including those attached to bonds with stock acquisition rights) (in case of stock acquisition rights (including those attached to bonds with stock acquisition rights) under Item (2)(c) of this paragraph, the amount of assets to be contributed upon the

common shares of the Company) to be delivered upon the acquisition or execution thereof to holders of such shares or stock acquisition rights, and then by dividing the resulting difference by the number of common shares of the Company to be delivered upon the acquisition or execution thereof; in adjustment of the Exercise Price, the Consideration shall be the amount paid per share in the Equation For Exercise Price Adjustment.

(f) The "Number of Fully-diluted Common Shares" for the purpose of Item (2) of this paragraph shall obtained by subtracting the number of common shares of the Company held by the Company as of the day one month prior to the date when the Exercise Price after adjustment shall be applied from the number of common shares of the Company that have been issued as of such day, and (i) by adding (for the purpose of Item (2)(d) of this paragraph) the number of common shares of the Company that have not been delivered and that were assumed as "Common Shares To Be Delivered" in accordance with Item (2) or (4) of this paragraph before the adjustment of the Exercise Price (excluding the number of common shares of the Company that have not been delivered and that were assumed as "Common Shares To Be Delivered" with regard to the said Shares with Acquisition Clause, Etc. before the adjustment of the Exercise Price) and the number of common shares of the Company to be delivered in exchange for acquisition of said Shares with Acquisition Clause, Etc., further (ii) by adding (for the purpose of Item (2)(e) of this paragraph) the number of common shares of the Company that have not been delivered and that were assumed as "Common Shares To Be Delivered" in accordance with Item (2) or (4) of this paragraph before the adjustment of the Exercise Price (however, excluding the number of common shares of the Company that have not been delivered out of the common shares of the Company that were assumed as "Common Shares To Be Delivered" with regard to the said Share with Put Option, Etc. before the adjustment of the Exercise Price) and the number of common shares of the Company to be delivered when all the remaining Shares with Put Option, Etc. as of the Revision Date for Acquisition Price, Etc. are converted, exchanged or executed in accordance with the terms and conditions as of the Revision Date for Acquisition Price, Etc.

(4) In addition to a case when adjustment of the Exercise Price is required under Item (2) of this paragraph, the Company will make required adjustment in case of any of the following events:

(a) when adjustment of the Exercise Price is required because of consolidation of shares, reduction of the stated capital, merger in which the Company serves as

other company, or acquisition of the entire outstanding shares of a company through exchange of shares by other company;

(b) when adjustment of the Exercise Price is required for gratis allotment of shares in other class to the Common Shareholders of the Company;

(c) when adjustment of the Exercise Price is required because an event occurs that changes or may change the number of common shares of the Company; and

(d) if multiple events due to which the Exercise Price should be adjusted occur consecutively and influence by the other events has to be taken into consideration with regard to the Market Value that is to be used in calculation of the Exercise Price after adjustment based on one event.

(5) Notwithstanding the other provisions of this paragraph, if a day when the Exercise Price after adjustment pursuant to this paragraph is applied for the first time falls on a Revision Date for the Exercise Price based on the revision of the Exercise Price, the Company shall make necessary adjustment to the Exercise Price. However, in this case too, the relevant adjustment shall be made with regard to the Minimum Exercise Price.

(6) When adjustment of the Exercise Price is made in accordance with Items (1) through (5) of this paragraph, the Company shall notify, in writing, each Person Entitled to the Stock Acquisition Rights of such fact, the reasons therefor, the Exercise Price before adjustment, the Exercise Price after adjustment and date of application thereof and other necessary matters beforehand. In case of Item (2)(f) of this paragraph or if such notification is not possible to be made no later than the day before such day of application, the notification shall be promptly made on or after the application day.

Exercise period of the stock acquisition right

From December 24, 2013 to December 20, 2016. However, a demand for exercise of stock acquisition rights shall not be made on a record date (on which a shareholders' list is closed) relevant to common shares of the Company, a business day before such date and the day two business days before such date (which refers to a day that is not a non-business day or other similar days of Japan Securities Depository Center, Inc.) as well as a day for which Japan Securities Depository Center, Inc. deems it necessary not to permit such demand to be made.

Conditions for exercising stock acquisition rights

Each of these stock acquisition rights may be exercised only in entirety.

Circumstances where the Company may acquire stock acquisition rights and conditions for the acquisition

(1) If the Board of Directors separately sets a date of acquisition of these stock

	stock acquisition rights on such acquisition date. In exchange for acquisition of these stock acquisition rights, the Company shall pay a person entitled to the relevant stock acquisition rights an amount of money equivalent to an amount paid for each of these stock acquisition rights. The Company shall cancel the stock acquisition rights it so acquired. 2) If a General Meeting of Shareholders of the Company approves a merger in which the Company ceases to exist, absorption-type company split, company spin-off, share exchange or share transfer (hereinafter referred to as an "Organization Restructuring Activity") (if the approval of a General Meeting of Shareholders is not required, the resolution of the Board of Directors), before the effective date of such Organization Restructuring Activity, the Company shall, in exchange for acquisition of these stock acquisition rights, pay a person entitled to the stock acquisition rights an amount of money equivalent to an amount paid for each of these stock acquisition rights and shall acquire all the remaining stock acquisition rights. The Company shall cancel the stock acquisition rights it so acquired. (3) If shares issued by the Company are designated by TSE as securities under supervision, securities on alert or securities to be delisted or are delisted, on a bank business day following a day when such designation is made or such delisting is decided, the Company shall, in exchange for acquisition of these stock acquisition rights, pay a person entitled to the stock acquisition rights an amount of money equivalent to an amount paid for each of these stock acquisition rights and shall acquire all the remaining stock acquisition rights. The Company shall cancel the stock acquisition rights it so acquired. (4) If the Company acquires these stock acquisition rights in accordance with Item (1) or (2), no later than two weeks prior to the acquisition date determined by the Board of Directors, the Company shall notify Persons Entitled to Stock Acquisition Rights of the acquisition date. Issued on December 20, 2013 Registered on December 20, 2013
	The all use of the February 5, 2014 subscription warrant Registered on June 6, 2014
Items relating to Company with Board of Directors	Company has a board of directors. Registered on May 1, 2006 in accordance with Article 136 of Act No. 87 of 2005
Items relating to Company with Corporate Auditors	Company has corporate auditors. Registered on May 1, 2006 in accordance with Article 136 of Act No. 87 of 2005
Items relating to Company with Board of Corporate Auditors	Company has a board of corporate auditors. Registered on June 30, 2006
Items relating to Company with Accounting Auditor	Company has an accounting auditor. Registered on June 30, 2006
Items relating to Registered Records	Pursuant to the provision of Paragraph 3 of Supplementary Provisions to the Ministry Transcribed on September 4, 1997

NC Shibaura Bldg., 6-14 Shibaura 4-chome, Minato-ku,
NIPPON CONCRETE INDUSTRIES CO., LTD.
Corporate Registration No: 0104-01-022551

I hereby certify that the above represents all the particulars that are/were recorded and not closed in the register.

March 27, 2014
Minato Branch, Tokyo Legal Affairs Bureau
Officer Ichiro Koga (seal)

東京都港区芝浦四丁目６番１４号ＮＣ芝浦ビル
日本コンクリート工業株式会社
会社法人等番号　０１０４－０１－０２２５５１

Articles of Incorporation

これは登記簿に記録されている閉鎖されていない事項の全部であることを証明した書面である。

平成２６年　７月１４日

東京法務局港出張所

登記官　　　　　　　　　　　　　　甲　賀　一　郎

Articles of Incorporation

NIPPON CONCRETE INDUSTRIES CO., LTD.

Articles of Incorporation of NIPPON CONCRETE INDUSTRIES CO., LTD.

Chapter 1 General Provisions

Article 1 (Corporate Name)

The Company shall be called Nippon Konkurito Kogyo Kabushiki Kaisha and the English name of the Company shall be NIPPON CONCRETE INDUSTRIES CO., LTD.

Article 2 (Purposes)

The purpose of the Company shall be to engage in the following businesses:

1. Manufacture and sale of various products using concrete or other materials, such as poles, piles and blocks;
2. Design, supervision and undertaking of construction of buildings and structures;
3. Collection, processing and sale of gravel, sand, soil and stones;
4. Manufacture and sale of fertilizer;
5. Design, production and installation of and provision of technical guidance for manufacturing plants related to each of the preceding items;
6. Collection, transportation, processing, disposal and recycling of industrial waste;
7. Sale of recycled products, construction materials and chemicals;
8. Consulting business related to environmental preservation and resource recycling;
9. Purchase, sale, leasing, renting, brokerage and administration of real property;
10. Generation of power from renewable energy and other sources and supply and sale of electric power
11. Investment in businesses related to each of the preceding items;
12. All businesses incidental and related to each of the preceding items.

Article 3 (Location of Head Office)

The Company shall have its head office in Minato-ku, Tokyo.

Article 4 (Organizations)

The Company shall have the following organizations in addition to the General Meetings of Shareholders and Directors.

(1) Board of Directors;

(2) Corporate Auditors;

(3) Board of Corporate Auditors;

(4) Accounting Auditor.

Article 5 (Method of Giving Public Notice)

Public notices of the Company shall be given electronically. If public notice cannot be made electronically by reason of an accident or any other unavoidable event, the Company shall make a public notice by posting in the Nikkei published in Tokyo.

Chapter 2 Shares

Article 6 (Total Number of Shares Issuable)

The total number of shares issuable of the Company shall be one hundred eighty million (180,000,000) shares.

Article 7 (Number of Shares to Constitute One Unit)

The number of shares to constitute one (1) unit of shares of the Company shall be one thousand (1,000) shares.

Article 8 (Rights to Shares Constituting Less than One Unit)

The shareholders of the Company shall not exercise any rights other than the following rights with respect to shares constituting less than one (1) unit:

(1) the rights stated in each item of Article 189, Paragraph 2 of the Companies Act;

(2) the right to make a demand pursuant to Article 166, Paragraph 1 of the Companies Act;

(3) the right to be allotted offered shares and stock acquisition rights corresponding to the number of shares owned by shareholders; and

(4) the right to make a demand pursuant to the following article.

Article 9 (Additional Purchase for Shares Less Than One Unit)

Shareholders of the Company may, in accordance with the Share Handling Regulations, request the Company to sell such number of shares as will constitute one (1) unit of shares when combined with shares constituting less than one unit held by the shareholder.

Article 10 (Share Registrar)

1. The Company shall have a share registrar.
2. The share registrar and the location for the handling of its business shall be selected by resolution of the Board of Directors and public notice thereof shall be made.
3. The clerical operations relating to the register of shareholders and the register of stock acquisition rights of the Company shall be entrusted to the share registrar and shall not be handled by the

Company.

Article 11 (Share Handling Regulations)

Any handling relating to shares of the Company and fees therefor as well as procedures, etc. for the exercise of rights by the shareholders shall be governed by Share Handling Regulations to be established by the Board of Directors in addition to the laws and ordinances or the Articles of Incorporation.

Article 12 (Record Date)

1. The Company shall treat the shareholders with voting rights entered or recorded in the final register of shareholders as of March 31 of each year as shareholders entitled to exercise shareholder's rights at the Ordinary General Meeting of Shareholders relating to the relevant fiscal year.
2. In addition to the foregoing, a record date may, if necessary, be set by the resolution of Board of Directors upon prior public notice thereof.

Chapter 3 General Meeting of Shareholders

Article 13 (Convocation)

The Ordinary General Meeting of Shareholders of the Company shall be convened in June of each year, and an Extraordinary General Meeting of Shareholders shall be convened when necessary.

Article 14 (Person with the Right to Convene a General Meeting of Shareholders and Chairperson Thereof)

The Representative Director shall convene and be a chairperson of a General Meeting of Shareholders. In case such Representative Director is unable to convene and be a chairperson, or in case there is more than one Representative Director, one of the other Directors shall convene and be a chairperson of such meeting in accordance with the provisions established by the Board of Directors.

Article 15 (Disclosure on Internet of Reference Materials, Etc. for General Meeting of Shareholders and Deemed Provision of that Information)

If the Company discloses information relating to matters stated or indicated in reference documents, business report, accounting documents and consolidated financial statements (including an Accounting Auditor's report and Corporate Auditors' report relating to any of such consolidated financial statements) in connection with convening the General Meeting of Shareholders through the

Internet pursuant to the Ordinance of the Ministry of Justice, the Company may deem that it has provided the same to shareholders.

Article 16 (Resolutions of a General Meeting of Shareholders)

1. The Company may introduce, change and abolish anti-takeover measures by the resolution of a General Meeting of Shareholders. The term "anti-takeover measures" shall refer to measures that make it difficult to fulfill the takeover of the Company by the issuance or allotment of new shares or stock acquisition rights by the Company not primarily for the purpose of business such as financing and that aim to secure and enhance the Company's corporate value and ultimately shareholders' common interest.
2. As a part of its anti-takeover measures, the Company may determine matters relating to gratis allotment of the stock acquisition rights by a resolution of the Board of Directors or a General Meeting of Shareholders or by a resolution of the Board of Directors based on a mandate through a resolution of a General Meeting of Shareholders.
3. When the Company makes decisions on matters regarding gratis allotment of the stock acquisition rights pursuant to the preceding paragraph, the following matters may be established as contents of the stock acquisition rights.
   (1) Certain parties provided for in the anti-takeover measures (hereinafter referred to as "unqualified parties") may not exercise the stock acquisition rights.
   (2) When the Company acquires the stock acquisition rights, it may differently treat unqualified parties and parties other than unqualified parties in terms of the presence or absence and details of compensation provided in exchange for these rights.

Article 17 (Method of Resolutions)

1. Unless otherwise provided for in laws and ordinances or in these Articles of Incorporation, resolutions of a General Meeting of Shareholders shall be adopted by a majority of the votes of shareholders present who are entitled to exercise voting rights.
2. Resolutions described in Article 309, Paragraph 2 of the Companies Act shall be adopted at a meeting where shareholders holding one third (1/3) or more of the votes of all the shareholders of the Company who are entitled to exercise voting rights are present, when approved by two thirds (2/3) or more of the votes of the shareholders present thereat.

Article 18 (Exercise of Voting Rights by Proxy)

1. A shareholder may exercise his/her voting rights through another shareholder having voting rights in the Company, as his/her proxy.
2. Such shareholder or proxy shall submit to the Company a written proof of the right of proxy for

each General Meeting of Shareholders.

Article 19 (Minutes)
The outline of proceedings, results of a General Meeting of Shareholders and other items required by laws and ordinances shall be entered or recorded in the minutes.

Chapter 4 Directors and Board of Directors

Article 20 (Number of Directors)
The Company shall have fifteen (15) or less Directors.

Article 21 (Election of Directors)
1. Directors shall be elected at a General Meeting of Shareholders.
2. The resolution for the election of Directors shall be adopted at a meeting where shareholders holding one third (1/3) or more of the votes of all the shareholders of the Company who are entitled to exercise voting rights are present, when approved by a majority of the votes of the shareholders present thereat.
3. The resolution for the election of Directors shall not be made by cumulative voting.

Article 22 (Representative Directors)
The Board of Directors shall elect a Representative Director by its resolution.

Article 23 (Chairperson)
One (1) Chairperson may be appointed by resolution of the Board of Directors.

Article 24 (Term of Office)
The term of office of Directors shall expire at the close of the Ordinary General Meeting of Shareholders held with respect to the last of the fiscal years that end within one (1) year after election.

Article 25 (Remuneration, Etc.)
Remuneration, bonuses, and other financial benefits given by the Company in consideration of the performance of duties to Directors (hereinafter referred to as "Remuneration, etc.") shall be determined by resolution of a General Meeting of Shareholders.

Article 26 (Counselors and Advisors)

The Company may have several counselors and advisors by resolution of the Board of Directors.

Article 27 (Authority of Board of Directors)

The Board of Directors shall comprise all of the Directors and decide on the Company's business policies in addition to matters provided for in laws and ordinances.

Article 28 (Person with the Right to Convene a Meeting of the Board of Directors and Chairperson)

Unless otherwise provided for in laws and ordinances, the Representative Director shall convene and be a chairperson of a meeting of the Board of Directors. In case such Representative Director is unable to convene and be a chairperson, or in case there is more than one Representative Director, one of the other Directors shall convene and be a chairperson of such meeting in accordance with the provisions established by the Board of Directors.

Article 29 (Notice of Meeting)

1. Notice of a meeting of the Board of Directors shall be sent to each Director and each Corporate Auditor no later than three (3) days prior to the date of the meeting, provided that such period of notice may be shortened in the event of an emergency.
2. A meeting of the Board of Directors may be held without taking the procedure for convening if so agreed by all the Directors and Corporate Auditors.

Article 30 (Method of Resolution, Etc.)

1. Resolutions of the Board of Directors shall be adopted by a majority of the votes of the Directors present at the meeting in which a majority of Directors entitled to participate in the vote are present.
2. The Company shall deem that a resolution has been adopted by the Board of Directors when the requirement in Article 370 of the Companies Act is satisfied.

Article 31 (Minutes of Meetings of Board of Directors)

The outline of proceedings, results of a meeting of the Board of Directors and other items required by laws and ordinances shall be entered or recorded in the minutes to which Directors and Corporate Auditors present thereat affix their signatures and seals or electronic signatures.

Article 32 (Regulations of the Board of Directors)

Any matter relating to the Board of Directors shall be governed by the regulations of the Board of Directors established by the Board of Directors in addition to laws and ordinances and these Articles of Incorporation.

Article 33 (Exemption from Liability of Directors)

1. The Company may, pursuant to Article 426, Paragraph 1 of the Companies Act, exempt Directors (including former Directors) from their liabilities for damages resulting from neglect of duty to the extent permitted by laws and ordinances by resolution of the Board of Directors.
2. The Company may, pursuant to Article 427, Paragraph 1 of the Companies Act, enter into an agreement with Outside Directors which sets forth the limited liability for damages resulting from neglect of duty, provided that the maximum liability under such agreement shall be the higher of a predetermined amount which is at least one million (1,000,000) yen or the amount provided for in laws and ordinances.

Chapter 5 Corporate Executive Officers

Article 34 (Corporate Executive Officers)

1. The Company may elect Corporate Executive Officers by resolution of the Board of Directors.
2. Corporate Executive Officers shall be elected from among Directors or employees and execute businesses set forth by the Board of Directors.
3. The Board of Directors may grant titles such as president, managing director and executing director to Corporate Executive Directors by its resolution.

Article 35 (Corporate Executive Officer System)

Any matter relating to Corporate Executive Officers shall be governed by the regulations of Corporate Executive Officers established by the Board of Directors in addition to these Articles of Incorporation.

Chapter 6 Corporate Auditors, Board of Corporate Auditors and Accounting Auditor

Article 36 (Number of Corporate Auditors)

The Company shall have five (5) or less Corporate Auditors.

Article37 (Election of Corporate Auditors)

1. Corporate Auditors shall be elected at a General Meeting of Shareholders.
2. The resolution for the election of Corporate Auditors shall be adopted at a meeting where shareholders holding one third (1/3) or more of the votes of all the shareholders of the Company who are entitled to exercise voting rights are present, when approved by a majority of the votes of the shareholders present thereat.

3. Unless otherwise determined at a General Meeting of Shareholders, the effective term of the resolution for election of a Substitute Corporate Auditor under Article 329, Paragraph 2 of the Companies Act shall expire at the beginning of an Ordinary General Meeting of Shareholders held with respect to the last of the fiscal years that end within two (2) years from his/her election.

Article 38 (Full-time Corporate Auditors and Standing Corporate Auditors)

1. The Board of Corporate Auditors shall select full-time Corporate Auditors by its resolution.
2. The Board of Corporate Auditors may select several standing Corporate Auditors by its resolution.

Article 39 (Term of Office)

1. The term of office of Corporate Auditors shall expire at the close of the Ordinary General Meeting of Shareholders held with respect to the last of the fiscal years that end within four (4) years after election.
2. The term of office of a Corporate Auditor elected to fill a vacancy after a Corporate Auditor retired during his/her term and the term of office of a Corporate Auditor assumed by a Substitute Corporate Auditor shall expire at the same time as the term of office of the retired Corporate Auditor would have expired.

Article 40 (Remuneration, Etc.)

Remuneration, etc. of Corporate Auditors shall be determined by resolution of a General Meeting of Shareholders.

Article 41 (Authority of Board of Corporate Auditors)

The Board of Corporate Auditors shall comprise all of the Corporate Auditors and decide on matters provided for in laws and ordinances and matters relating to performance of duties by Corporate Auditors to the extent that does not interfere with the exercise of Corporate Auditors' authority.

Article 42 (Notice of Meeting)

1. Notice of a meeting of the Board of Corporate Auditors shall be sent to each Corporate Auditor no later than three (3) days prior to the date of the meeting, provided that such period of notice may be shortened in the event of an emergency.
2. A meeting of the Board of Corporate Auditors may be held without taking the procedure for convening if so agreed by all the Corporate Auditors.

Article 43 (Method of Resolution)

Resolutions of the Board of Corporate Auditors shall be adopted by a majority of the votes of

Corporate Auditors unless otherwise provided for in laws and ordinances.

Article 44 (Minutes of Meetings of Board of Corporate Auditors)

The outline of proceedings, results of a meeting of the Board of Corporate Auditors and other items required by laws and ordinances shall be entered or recorded in the minutes to which Corporate Auditors present thereat affix their signatures and seals or electronic signatures.

Article 45 (Regulations of the Board of Corporate Auditors)

Any matter relating to the Board of Corporate Auditors shall be governed by the regulations of the Board of Corporate Auditors established by the Board of Corporate Auditors in addition to laws and ordinances and these Articles of Incorporation.

Article 46 (Exemption from Liability of Corporate Auditors)

1. The Company may, pursuant to Article 426, Paragraph 1 of the Companies Act, exempt Corporate Auditors (including former Corporate Auditors) from their liabilities for damages resulting from neglect of duty to the extent permitted by laws and ordinances by resolution of the Board of Directors.
2. The Company may, pursuant to Article 427, Paragraph 1 of the Companies Act, enter into an agreement with Outside Corporate Auditors which sets forth the limited liability for damages resulting from neglect of duty, provided that the maximum liability under such agreement shall be the higher of a predetermined amount which is at least one million (1,000,000) yen or the amount provided for in laws and ordinances.

Article 47 (Agreement with Accounting Auditor to Limit Liability)

The Company may, pursuant to Article 427, Paragraph 1 of the Companies Act, enter into an agreement with an Accounting Auditor which sets forth the limited liability for damages resulting from neglect of duty, provided that the maximum liability under such agreement shall be the higher of a predetermined amount which is at least one million (1,000,000) yen or the amount provided for in laws and ordinances.

Chapter 7 Accounting

Article 48 (Fiscal Year)

The Company's fiscal year shall be from April 1 of each year to March 31 of the following year and accounts shall be closed at the end of each fiscal year.

Article 49 (Distribution of Surplus, Etc.)

1. The Company may pay dividends from surplus to the shareholders or registered share pledgees listed or recorded on the final register of shareholders as of March 31 of each year.
2. The Company may pay dividends from surplus to the shareholders or registered share pledgees listed or recorded on the final register of shareholders as of September 30 of each year.
3. In addition to the cases prescribed in the preceding two paragraphs, the Company may pay dividends from surplus by specifying a record date.
4. Unless otherwise provided for in laws and ordinances, the Company shall decide on distribution of surplus and other matters provided for in each item of Article 459, Paragraph 1 of the Companies Act not by a resolution of the General Meeting of Shareholders but by a resolution of the Board of Directors.

Article 50 (Period of Limitations for Dividends, Etc.)

Regarding distribution of surplus, the Company shall be relieved of its obligation to pay dividend if such dividend is not received for three (3) full years following the date on which payment becomes due.

End

Established on July 20, 1948
Revised on July 26, 1951
Revised on October 3, 1951
Revised on April 1, 1952
Revised on July 10, 1952
Revised on July 15, 1954
Revised on July 10, 1956
Revised on July 25, 1958
Revised on July 15, 1961
Revised on July 30, 1966
Revised on July 29, 1967
Revised on July 30, 1968
Revised on January 30, 1975
Revised on August 30, 1976
Revised on August 30, 1982
Revised on August 28, 1987

Revised on June 27, 1991
Revised on June 29, 1994
Revised on June 26, 1998
Revised on June 27, 2002
Revised on June 27, 2003
Revised on June 29, 2004
Revised on June 29, 2005
Revised on June 29, 2006
Revised on June 28, 2007
Revised on June 26, 2009
Revised on June 29, 2010

定　　款

日本コンクリート工業株式会社

NIPPON CONCRETE INDUSTRIES CO.,LTD.

[Consolidated Financial Statements, etc.]

[Consolidated Financial Statements]

[Consolidated Balance Sheet]

(Unit: thousand Japanese yen)

	Previous Consolidated Fiscal Year (ending on March 31, 2012)	Current Consolidated Fiscal Year (ending on March 31, 2013)	Current Consolidated Fiscal Year (ending on March 31, 2014)
ent assets			
h and deposits	2,130,603	2,147,412	5,725,188
de notes and accounts receivable	11,394,370	11,835,661	10,067,513
chandise and products	3,231,848	3,146,245	3,568,718
k in progress	1,037,759	1,095,481	1,548,302
materials and supplies	838,719	755,417	845,808
erred income tax asset	324,249	433,233	330,916
er current assets	1,589,783	1,267,337	1,295,106
wance for doubtful receivables	-39,102	-40,342	-13,271
al current assets	20,508,232	20,640,447	23,368,282
assets			
gible fixed assets			
ildings and structures	10,628,965	11,290,386	11,838,009
ggregate of depreciation deduction	-8,079,406	-8,240,834	-8,803,085
Buildings and structures (net)	2,549,558	3,049,552	3,034,923
achinery, equipment and vehicles	23,128,638	23,189,501	22,936,549
ggregate of depreciation deduction	-21,323,661	-21,523,535	-21,402,790
Machinery, equipment and vehicles (net)	1,804,977	1,665,966	1,533,758
and	13,411,350	14,708,663	14,943,557
onstruction work in progress	5,026	102,673	196,013
ther tangible fixed assets	10,993,831	11,251,292	11,165,484
Aggregate of depreciation deduction	-10,418,087	-10,672,868	-10,719,028
Other tangible fixed assets (net)	575,744	578,423	446,455
otal tangible fixed assets	18,346,657	20,105,279	20,154,708
angible fixed assets	146,261	133,713	97,894
estments and other assets			
nvestment securities	7,949,143	8,850,901	10,482,864
ong-term loans receivable	996	251,754	120
Net defined benefit asset	—	—	1,380,787
Deferred income tax asset	126,581	112,668	95,779
Other intangible fixed assets	3,577,965	3,589,179	1,990,065
Allowance for doubtful receivables	-80,839	-131,543	-26,197
Total investments and other assets	11,573,846	12,672,960	13,923,418
otal fixed assets	30,066,765	32,911,954	34,176,021
tal assets	50,574,998	53,552,401	57,544,304

(Unit: thousand Japanese y

	Previous Consolidated Fiscal Year (ending on March 31, 2012)	Current Consolidated Fiscal Year (ending on March 31, 2013)	Current Consolidated Fiscal Year (ending on March 31, 2014)
liabilities			
notes and accounts payable	8,593,049	6,256,019	5,997,277
nically recorded obligations	—	3,896,364	3,050,904
erm loans payable	4,220,000	3,370,000	2,730,000
portion of long-term loans payable within one year	1,554,285	1,709,285	1,288,000
ate bonds due within one year	260,000	340,000	240,000
ate income taxes payable	71,078	742,659	435,984
on for bonuses	221,905	253,256	276,693
on for directors' bonus	24,910	31,050	38,970
on for loss on construction contracts	184,890	169,870	169,220
current liabilities	2,569,721	2,501,757	2,012,272
rrent liabilities	17,699,841	19,270,262	16,239,322
m liabilities			
payable	290,000	310,000	680,000
erm loans payable	3,044,285	3,017,870	3,575,870
d tax liabilities	1,792,579	2,077,189	2,591,038
d tax liabilities associated with reevaluation	2,820,277	2,820,277	2,820,277
on for employees' severance retirement benefi	350,940	389,686	—
ined benefit liability	—	—	401,569
e goodwill	29,334	3,671	—
ong-term liabilities	862,910	608,419	481,078
ong-term liabilities	9,190,329	9,227,114	10,549,835
bilities	26,890,170	28,497,376	26,789,157
ders' equity			
on stock	3,658,569	3,658,569	5,111,583
surplus	1,580,489	1,580,491	3,486,325
d earnings	12,348,655	13,219,902	13,947,941
y stock	-682,163	-683,065	-93,689
areholder's equity	16,905,551	17,775,898	22,452,161
lated other comprehensive income			
ealized holding gains on other securities	1,381,137	1,870,971	2,814,317
nce in revaluation of land	4,960,885	4,960,885	4,960,885
surements of defined benefit plans	—	—	82,811
ccumulated other comprehensive income	6,342,023	6,831,857	7,858,014
interests	437,252	447,269	444,971
assets	23,684,827	25,055,024	30,755,146
lities and net assets	50,574,998	53,552,401	57,544,304

[Consolidated Profit and Loss Statement and Consolidated Statement of Comprehensive Income]
[Consolidated Profit and Loss Statement]

(Unit: thousand Japanese y

	Previous Consolidated Fiscal Year (ending on March 31, 2012)	Current Consolidated Fiscal Year (ending on March 31, 2013)	Current Consolidated Fiscal Year (ending on March 31, 2014)
s	34,082,480	36,280,567	35,676,777
sales	29,647,980	30,858,774	29,970,347
ofit	4,434,499	5,421,793	5,706,430
general and administrative expenses	3,539,610	3,791,444	3,849,894
g income	894,888	1,630,349	1,856,536
erating income			
income	51,314	26,556	13,258
nds income	69,474	71,040	77,354
zation of negative goodwill	51,531	26,303	3,671
come	189,413	190,756	197,922
in earnings of affiliated companies	119,977	154,543	232,922
non-operating income	84,302	106,024	103,621
-operating income	566,013	575,223	628,751
erating expenses			
expenses	142,988	123,709	105,370
ciation and amortization expenses	53,911	52,495	58,911
ssion for commitment line of credit	8,628	44,460	—
non-operating expenses	80,684	101,038	106,897
non-operating expenses	286,212	321,703	271,179
ry income	1,174,689	1,883,869	2,214,109
dinary income			
on sale of fixed assets	4,000	9,507	499
gain) on sales of investment securities	—	—	10,565
extraordinary income	4,000	9,507	11,065
dinary losses			
on sale of fixed assets	17	—	1,091
on impairment of fixed assets	36,460	—	291,983
on retirement of fixed assets	3,063	36,333	53,276
on valuation of investment securities	17,192	4,789	—
on valuation of golf course memberships	16,100	—	—
enses associated with head office relocation	—	76,384	—
l extraordinary losses	72,833	117,506	346,352
e before taxes and minority interests	1,105,856	1,775,870	1,878,822
rate income, inhabitant and business taxes – curre	90,011	766,331	717,748
rate income taxes, etc. – deferred	412,640	-57,667	83,540
corporate income taxes, etc.	502,651	708,664	801,289
e before minority interests	603,204	1,067,206	1,077,532
ity interests	20,584	26,086	9,776
come	582,619	1,041,119	1,067,756

[Consolidated Statement of Comprehensive Income]

(Unit: thousand Japanese yen)

	Previous Consolidated Fiscal Year (ending on March 31, 2012)	Current Consolidated Fiscal Year (ending on March 31, 2013)	Current Consolidated Fiscal Yea (ending on March 31, 2014)
...fore minority interests	603,204	1,067,206	1,077,532
...prehensive income			
...d gains on other securities	-1,229	481,201	930,197
...aluation differences	405,166	—	—
...ther comprehensive income of equity-method	-3,721	8,632	13,148
...er comprehensive income	400,215	489,833	943,345
...nsive income	1,003,419	1,557,039	2,020,878
...ble to)			
...ders of parent company	982,834	1,530,953	2,011,101
...interests	20,584	26,086	9,776

[Consolidated Statement of Shareholders' Equity]

(Unit: thousand Japanese yen)

	Previous Consolidated Fiscal Year (ending on March 31, 2012)	Current Consolidated Fiscal Year (ending on March 31, 2013)	Current Consolidated Fiscal Year (ending on March 31, 2014)
ders' equity			
on stock			
ce at beginning of year	3,658,569	3,658,569	3,658,569
ge during the year			
of new shares	—	—	1,453,014
al change during the year	—	—	1,453,014
nce at end of year	3,658,569	3,658,569	5,111,583
al surplus			
ce at beginning of year	1,458,463	1,580,489	1,580,491
ge during the year			
of new shares	—	—	1,453,014
osal of treasury stock	122,026	1	452;819
l change during the year	122,026	1	1,905,833
ce at end of year	1,580,489	1,580,491	3,486,325
ed earnings			
nce at beginning of year	11,877,973	12,348,655	13,219,902
ge during the year			
ribution of surplus	-123,293	-169,873	-339,716
income	582,619	1,041,119	1,067,756
ersal of land revaluation differences	11,356	—	—
al change during the year	470,682	871,246	728,039
nce at end of year	12,348,655	13,219,902	13,947,941
ry stock			
nce at beginning of year	-346,568	-682,163	-683,065
ge during the year			
uisition of treasury stock	-1,025,345	-921	-1,604
posal of treasury stock	689,750	19	590,980
al change during the year	-335,594	-901	589,375
nce at end of year	-682,163	-683,065	-93,689
shareholders' equity			
nce at beginning of year	16,648,437	16,905,551	17,775,898
nge during the year			
e of new shares	—	—	2,906,028
tribution of surplus	-123,293	-169,873	-339,716
d income	582,619	1,041,119	1,067,756
uisition of treasury stock	-1,025,345	-921	-1,604
posal of treasury stock	811,776	21	1,043,800
versal of land revaluation differences	11,356	—	—
tal change during the year	257,113	870,346	4,676,262
nce at end of year	16,905,551	17,775,898	22,452,161

(Unit: thousand Japanese yen)

	Previous Consolidated Fiscal Year (ending on March 31, 2012)	Current Consolidated Fiscal Year (ending on March 31, 2013)	Current Consolidated Fiscal Year (ending on March 31, 2014)
...ed other comprehensive income			
...alized holding gains on other securities			
...e at beginning of year	1,386,089	1,381,137	1,870,971
...during the year			
...nge in line items other than shareholders' capital	-4,951	489,833	943,345
...change during the year	-4,951	489,833	943,345
...e at end of year	1,381,137	1,870,971	2,814,317
...aluation differences			
...e at beginning of year	4,567,075	4,960,885	4,960,885
...during the year			
...nge in line items other than shareholders' capital	393,809	—	—
...change during the year	393,809	—	—
...e at end of year	4,960,885	4,960,885	4,960,885
...urements of defined benefit plans			
...e at beginning of year	—	—	
...during the year			
...nge in line items other than shareholders' capital	—	—	82,811
...change during the year	—	—	82,811
...e at end of year	—	—	82,81
...cumulated other comprehensive income			
...e at beginning of year	5,953,164	6,342,023	6,831,85
...during the year			
...nge in line items other than shareholders' capital	388,858	489,833	1,026,15
...change during the year	388,858	489,833	1,026,15
...e at end of year	6,342,023	6,831,857	7,858,01
...interests			
...e at beginning of year	433,057	437,252	447,26
...during the year			
...nge in line items other than shareholders' capital	4,194	10,016	-2,29
...change during the year	4,194	10,016	-2,29
...e at end of year	437,252	447,269	444,97
...t assets			
...e at beginning of year	23,034,660	23,684,827	25,055,02
...during the year			
...of new shares	—	—	2,906,0
...ibution of surplus	-123,293	-169,873	-339,7
...come	582,619	1,041,119	1,067,7
...isition of treasury stock	-1,025,345	-921	-1,6
...osal of treasury stock	811,776	21	1,043,8
...ersal of land revaluation differences	11,356	—	
...nge in line items other than shareholders' capital	393,053	499,850	1,023,8
...change during the year	650,167	1,370,196	5,700,1
...e at end of year	23,684,827	25,055,024	30,755,1

[Consolidated Statement of Cash Flows]

(Unit: thousand Japanese yen)

	Previous Consolidated Fiscal Year (ending on March 31, 2012)	Current Consolidated Fiscal Year (ending on March 31, 2013)	Current Consolidated Fiscal Year (ending on March 31, 2014)
ws from operating activities			
ome before income taxes and minority interests	1,105,856	1,775,870	1,878,822
ation and amortization	1,489,870	1,210,246	1,212,733
impairment of fixed assets	36,460	—	291,983
(decrease) in allowance for doubtful receivab	-4,501	51,943	-133,016
(decrease) in provision for bonus	3,458	31,350	23,437
(decrease) in provision for directors' bonus	2,990	6,140	7,920
(decrease) in provision for loss on ction contracts	-680	-15,020	-650
(decrease) in provision for employees' nce retirement benefits	28,393	38,745	—
(decrease) in net defined benefit liability	—	—	11,883
se (increase) in prepaid annuity cost	-147,990	-80,891	—
ncrease) in net defined benefit asset	—	—	-93,679
and dividend income	-120,788	-97,596	-90,613
expenses paid	142,988	123,709	105,370
n losses (gains) of affiliated companies	-119,977	-154,543	-232,922
on retirement of fixed assets	3,063	36,333	53,276
(gains) on sale of fixed assets	-3,982	-9,507	591
gain) on sales of investment securities	—	—	-10,565
(gains) on valuation of investment securities	17,192	4,789	—
se (increase) in accounts receivable – trade	-683,226	-454,356	1,745,030
se (increase) in inventories	-1,010,689	111,182	-793,217
se (increase) in accounts receivable – other	-57,389	68,610	-131,474
se (decrease) in trade payables	1,498,478	1,559,333	-1,094,756
ase (increase) in accounts receivable due to tion of claims	-133,236	153,342	51,151
ment property rental income	-176,677	-169,048	-167,170
ase (increase) in investments and other assets	11,589	-99,364	102,522
	-238,142	-205,162	-380,544
	1,643,059	3,886,107	2,356,113
st and dividends received	138,445	103,929	107,010
st expenses paid	-143,580	-123,063	-103,408
me taxes paid	-131,838	-73,302	-1,101,982
flows from operating activities	1,506,085	3,793,671	1,257,732

(Unit: thousand Japanese yen)

	Previous Consolidated Fiscal Year (ending on March 31, 2012)	Current Consolidated Fiscal Year (ending on March 31, 2013)	Current Consolidated Fiscal Year (ending on March 31, 2014)
...s from investment activities			
...s for purchases of tangible fixed assets	-669,577	-2,625,219	-1,418,621
...from sales of tangible fixed assets	7,085	10,889	3,967
...s for purchases of intangible fixed assets	-19,241	-29,592	-5,152
...s for purchases of investment securities	-179,898	-30,315	—
...from sales of investment securities	—	—	19,445
...s for increase in loans receivable	-2,235	-336,810	—
...s from collection of loans receivable	10,413	12,454	—
...s for purchases of securities of subsidiaries	-14,900	-850	-580
...ent property rental income	176,677	157,224	167,170
	97,099	3,248	246322
...ws from investment activities	-594,577	-2,838,970	-987,448
...s from financing activities			
...ease (decrease) in short-term loans payable	500,000	-850,000	-640,000
...ds from long-term debt	1,300,000	1,697,870	1,990,000
...ment of long-term debt	-1,769,285	-1,569,285	-1,853,285
...ds from issuance of bonds	—	392,404	646,303
...nts for redemption of bonds	-260,000	-300,000	-380,000
...ds from issuance of subscription rights to share...	—	—	22,428
...ds from issuance of stock resulting from exercis... ...scription rights to shares and disposal of treasur... of subsidiaries in consolidation	—	—	3,914,050
...ts for dividends	-123,576	-170,585	-340,494
...ents for dividends to minority shareholders	-1,489	-1,435	-1,384
...yment of lease obligations	-93,462	-96,650	-69,144
...ent of contributions to construction assistance fu...	-17,500	-17,500	-17,500
...	-149,610	-22,709	-1,200
...flows from financing activities	-614,925	-937,892	3,269,772
...ase (decrease) in cash and cash equivalents	296,583	16,808	3,540,056
...ning balance of cash and cash equivalents	1,834,020	2,130,603	2,147,412
...n cash and cash equivalents from newly ...ated subsidiary.	—	—	37,719
...g balance of cash and cash equivalents	2,130,603	2,147,412	5,725,188

1 【連結財務諸表等】

(1) 【連結財務諸表】

① 【連結貸借対照表】

(単位：千円)

	前連結会計年度 (平成24年３月31日)	当連結会計年度 (平成25年３月31日)
資産の部		
流動資産		
現金及び預金	2,130,603	2,147,412
受取手形及び売掛金	※7, ※9 11,394,370	※7, ※9 11,835,661
商品及び製品	3,231,848	3,146,245
仕掛品	※8 1,037,759	※8 1,095,481
原材料及び貯蔵品	838,719	755,417
繰延税金資産	324,249	433,233
その他	※7 1,589,783	※7 1,267,337
貸倒引当金	△39,102	△40,342
流動資産合計	20,508,232	20,640,447
固定資産		
有形固定資産		
	10,628,965	11,290,386
減価償却累計額	△8,079,406	△8,240,834
建物及び構築物（純額）	2,549,558	3,049,552
機械装置及び運搬具	23,128,638	23,189,50
却累計額	△21,323,661	△21,523,535
機械装置及び運搬具（純額）	1,804,977	1,665,966
土地	※4 13,411,350	※4 14,708,663
建設仮勘定	5,026	102,673
その他	10,993,831	11,251,292
減価償却累計額	△10,418,087	△10,672,868
その他（純額）	575,744	578,423
有形固定資産合計	18,346,657	20,105,279
無形固定資産	146,261	133,713
投資その他の資産		
投資有価証券	※1, ※2 7,949,143	※1, ※2 8,850,901
長期貸付金	996	251,754
繰延税金資産	126,581	112,668
その他	3,577,965	3,589,179
貸倒引当金	△80,839	△131,543
投資その他の資産合計	11,573,846	12,672,960
固定資産合計	30,066,765	32,911,954
資産合計	50,574,998	53,552,401

第５　【経理の状況】

１　連結財務諸表及び財務諸表の作成方法について

(1) 当社の連結財務諸表は、「連結財務諸表の用語、様式及び作成方法に関する規則」（昭和51年大蔵省令第28号）に基づいて作成しております。

(2) 当社の財務諸表は、「財務諸表等の用語、様式及び作成方法に関する規則」（昭和38年大蔵省令第59号）に基づいて作成しております。

２　監査証明について

当社は、金融商品取引法第193条の２第１項の規定に基づき、連結会計年度（平成24年４月１日から平成25年３月31日まで）の連結財務諸表及び事業年度（平成24年４月１日から平成25年３月31日まで）の財務諸表について、有限責任監査法人トーマツにより監査を受けております。

３　連結財務諸表等の適正性を確保するための特段の取組みについて

当社は、連結財務諸表等の適正性を確保するための特段の取組みを行っております。具体的には、会計基準等の内容を適切に把握し、又は会計基準等の変更等について的確に対応することができる体制を整備するため、公益財団法人財務会計基準機構へ加入しております。

（単位：千円）

	前連結会計年度 （平成24年３月31日）	当連結会計年度 （平成25年３月31日）
負債の部		
流動負債		
支払手形及び買掛金	※9 8,593,049	※9 6,256,019
電子記録債務	—	※9 3,896,364
短期借入金	※2, ※5 4,220,000	※2, ※5 3,370,000
1年内返済予定の長期借入金	※2 1,554,285	※2 1,709,285
1年内償還予定の社債	※2 260,000	※2 340,000
未払法人税等	71,078	742,659
賞与引当金	221,905	253,256
役員賞与引当金	24,910	31,050
工事損失引当金	※7, ※8 184,890	※7, ※8 169,870
その他	※9 2,569,721	※9 2,501,757
流動負債合計	17,699,841	19,270,262
固定負債		
社債	※2 290,000	※2 310,000
長期借入金	※2 3,044,285	※2 3,017,870
繰延税金負債	1,792,579	2,077,189
再評価に係る繰延税金負債	※4 2,820,277	※4 2,820,277
退職給付引当金	350,940	389,686
負ののれん	29,334	3,671
その他	862,910	608,419
固定負債合計	9,190,329	9,227,114
負債合計	26,890,170	28,497,376
純資産の部		
株主資本		
資本金	3,658,569	3,658,569
資本剰余金	1,580,489	1,580,491
利益剰余金	12,348,655	13,219,902
自己株式	△682,163	△683,065
株主資本合計	16,905,551	17,775,898
その他の包括利益累計額		
その他有価証券評価差額金	1,381,137	1,870,971
土地再評価差額金	※4 4,960,885	※4 4,960,885
その他の包括利益累計額合計	6,342,023	6,831,857
少数株主持分	437,252	447,269
純資産合計	23,684,827	25,055,024
負債純資産合計	50,574,998	53,552,401

② 【連結損益計算書及び連結包括利益計算書】
【連結損益計算書】

(単位：千円)

	前連結会計年度 (自 平成23年４月１日 至 平成24年３月31日)	当連結会計年度 (自 平成24年４月１日 至 平成25年３月31日)
売上高	34,082,480	36,280,567
売上原価	※1, ※2 29,647,980	※1, ※2 30,858,774
売上総利益	4,434,499	5,421,793
販売費及び一般管理費	※3, ※4 3,539,610	※3, ※4 3,791,444
営業利益	894,888	1,630,349
営業外収益		
受取利息	51,314	26,556
受取配当金	69,474	71,040
負ののれん償却額	51,531	26,303
受取賃貸料	189,413	190,756
持分法による投資利益	119,977	154,543
その他	84,302	106,024
営業外収益合計	566,013	575,223
営業外費用		
支払利息	142,988	123,709
減価償却費	53,911	52,495
コミットメントライン手数料	8,628	44,460
その他	80,684	101,038
営業外費用合計	286,212	321,703
経常利益	1,174,689	1,883,869
特別利益		
固定資産売却益	※5 4,000	※5 9,507
特別利益合計	4,000	9,507
特別損失		
固定資産売却損	※6 17	—
減損損失	※8 36,460	—
固定資産除却損	※7 3,063	※7 36,333
投資有価証券評価損	17,192	4,789
ゴルフ会員権評価損	16,100	—
本社移転費用	—	76,384
特別損失合計	72,833	117,506
税金等調整前当期純利益	1,105,856	1,775,870
法人税、住民税及び事業税	90,011	766,331
法人税等調整額	412,640	△57,667
法人税等合計	502,651	708,664
少数株主損益調整前当期純利益	603,204	1,067,206
少数株主利益	20,584	26,086
当期純利益	582,619	1,041,119

…計算書】

（単位：千円）

	前連結会計年度 （自　平成23年４月１日 至　平成24年３月31日）	当連結会計年度 （自　平成24年４月１日 至　平成25年３月31日）
…当期純利益	603,204	1,067,206
…評価差額金	△1,229	481,201
…金	405,166	－
…に対する持分相当額	△3,721	8,632
…益合計	※1　400,215	※1　489,833
	1,003,419	1,557,039
…係る包括利益	982,834	1,530,953
…る包括利益	20,584	26,086

前連結会計年度 （自　平成23年４月１日 至　平成24年３月31日）
34,082,480
※1, ※2　29,647,980
4,434,499
※3, ※4　3,539,610
894,888
51,314
69,474
51,531
189,413
119,977
84,302
566,013
…2,988
53,911
8,628
80,684
286,212
1,174,689
※5　4,000
4,000
※6　17
36,460
3,063
…7,192
…5,100
－
…833
…256
…1
…0
1,…
1,0…

③【連結株主資本等変動計算書】

（単位：千円）

	前連結会計年度 （自　平成23年４月１日 至　平成24年３月31日）	当連結会計年度 （自　平成24年４月１日 至　平成25年３月31日）
株主資本		
資本金		
当期首残高	3,658,569	3,658,569
当期変動額		
当期変動額合計	―	―
当期末残高	3,658,569	3,658,569
資本剰余金		
当期首残高	1,458,463	1,580,489
当期変動額		
自己株式の処分	122,026	1
当期変動額合計	122,026	1
当期末残高	1,580,489	1,580,491
利益剰余金		
当期首残高	11,877,973	12,348,655
当期変動額		
剰余金の配当	△123,293	△169,873
当期純利益	582,619	1,041,119
土地再評価差額金の取崩	11,356	―
当期変動額合計	470,682	871,246
当期末残高	12,348,655	13,219,902
自己株式		
当期首残高	△346,568	△682,163
当期変動額		
自己株式の取得	△1,025,345	△921
自己株式の処分	689,750	19
当期変動額合計	△335,594	△901
当期末残高	△682,163	△683,065
株主資本合計		
当期首残高	16,648,437	16,905,551
当期変動額		
剰余金の配当	△123,293	△169,873
当期純利益	582,619	1,041,119
自己株式の取得	△1,025,345	△921
自己株式の処分	811,776	21
土地再評価差額金の取崩	11,356	―
当期変動額合計	257,113	870,346
当期末残高	16,905,551	17,775,898

位：千円)
度
月１日
月31日)
3,658,569
—
3,658,569
1,580,489
1
1
1,580,491
12,348,[illegible]
△169,873
1,041,119
—
871,246
13,219,902
△682,163
△921
19
△901
△683,065
16,905,551
△169,873
1,0[illegible]19
△921
21
—
870,346
17,775,898

（単位：千円）

	前連結会計年度 (自 平成23年４月１日 至 平成24年３月31日)	当連結会計年度 (自 平成24年４月１日 至 平成25年３月31日)
その他の包括利益累計額		
その他有価証券評価差額金		
当期首残高	1,386,089	1,381,137
当期変動額		
株主資本以外の項目の当期変動額（純額）	△4,951	489,833
当期変動額合計	△4,951	489,833
当期末残高	1,381,137	1,870,971
土地再評価差額金		
当期首残高	4,567,075	4,960,885
当期変動額		
株主資本以外の項目の当期変動額（純額）	393,809	—
当期変動額合計	393,809	—
当期末残高	4,960,885	4,960,885
その他の包括利益累計額合計		
当期首残高	5,953,164	6,342,023
当期変動額		
株主資本以外の項目の当期変動額（純額）	388,858	489,833
当期変動額合計	388,858	489,833
当期末残高	6,342,023	6,831,857
少数株主持分		
当期首残高	433,057	437,252
当期変動額		
株主資本以外の項目の当期変動額（純額）	4,194	10,016
当期変動額合計	4,194	10,016
当期末残高	437,252	447,269
純資産合計		
当期首残高	23,034,660	23,684,827
当期変動額		
剰余金の配当	△123,293	△169,873
当期純利益	582,619	1,041,119
自己株式の取得	△1,025,345	△921
自己株式の処分	811,776	21
土地再評価差額金の取崩	11,356	—
株主資本以外の項目の当期変動額（純額）	393,053	499,850
当期変動額合計	650,167	1,370,196
当期末残高	23,684,827	25,055,024

④【連結キャッシュ・フロー計算書】

（単位：千円）

	前連結会計年度 （自 平成23年４月１日 至 平成24年３月31日）	当連結会計年度 （自 平成24年４月１日 至 平成25年３月31日）
営業活動によるキャッシュ・フロー		
税金等調整前当期純利益	1,105,856	1,775,870
減価償却費	1,489,870	1,210,246
減損損失	36,460	—
貸倒引当金の増減額（△は減少）	△4,501	51,943
賞与引当金の増減額（△は減少）	3,458	31,350
役員賞与引当金の増減額（△は減少）	2,990	6,140
工事損失引当金の増減額（△は減少）	△680	△15,020
退職給付引当金の増減額（△は減少）	28,393	38,745
前払年金費用の増減額（△は増加）	△147,990	△80,891
受取利息及び受取配当金	△120,788	△97,596
支払利息	142,988	123,709
持分法による投資損益（△は益）	△119,977	△154,543
固定資産除却損	3,063	36,333
固定資産売却損益（△は益）	△3,982	△9,507
投資有価証券評価損益（△は益）	17,192	4,789
売上債権の増減額（△は増加）	△683,226	△454,356
たな卸資産の増減額（△は増加）	△1,010,689	111,182
未収入金の増減額（△は増加）	△57,389	68,610
仕入債務の増減額（△は減少）	1,498,478	1,559,333
債権流動化未収入金の増減額（△は増加）	△133,236	153,342
投資不動産の賃貸による収益	△176,677	△169,048
投資その他の資産の増減額（△は増加）	11,589	△99,364
その他	△238,142	△205,162
小計	1,643,059	3,886,107
利息及び配当金の受取額	138,445	103,929
利息の支払額	△143,580	△123,063
法人税等の支払額	△131,838	△73,302
営業活動によるキャッシュ・フロー	1,506,085	3,793,671

(単位：千円)

	前連結会計年度 (自 平成23年4月1日 至 平成24年3月31日)	当連結会計年度 (自 平成24年4月1日 至 平成25年3月31日)
投資活動によるキャッシュ・フロー		
有形固定資産の取得による支出	△669,577	△2,625,219
有形固定資産の売却による収入	7,085	10,889
無形固定資産の取得による支出	△19,241	△29,592
投資有価証券の取得による支出	△179,898	△30,315
貸付けによる支出	△2,235	△336,810
貸付金の回収による収入	10,413	12,454
子会社株式の取得による支出	△14,900	△850
投資不動産の賃貸による収入	176,677	157,224
その他	97,099	3,248
投資活動によるキャッシュ・フロー	△594,577	△2,838,970
財務活動によるキャッシュ・フロー		
短期借入金の純増減額（△は減少）	500,000	△850,000
長期借入れによる収入	1,300,000	1,697,870
長期借入金の返済による支出	△1,769,285	△1,569,285
社債の発行による収入	—	392,404
社債の償還による支出	△260,000	△300,000
配当金の支払額	△123,576	△170,585
少数株主への配当金の支払額	△1,489	△1,435
リース債務の返済による支出	△93,462	△96,650
の返済による支出	△17,500	△17,500
その他	△149,610	△22,709
財務活動によるキャッシュ・フロー	△614,925	△937,892
現金及び現金同等物の増減額（△は減少）	296,583	16,808
現金及び現金同等物の期首残高	1,834,020	2,130,603
現金及び現金同等物の期末残高	※1 2,130,603	※1 2,147,412

【注記事項】

（連結財務諸表作成のための基本となる重要な事項）

1．連結の範囲に関する事項

(1) 連結子会社の数 14社

連結子会社の名称

ＮＣ工基㈱、ＮＣ日混工業㈱、ＮＣマネジメントサービス㈱、ＮＣ西日本パイル製造㈱、ＮＣ九州パイル製造㈱、ＮＣロジスティックス㈱、ＮＣセグメント㈱、ＮＣ貝原パイル製造㈱、ＮＣ四国コンクリート工業㈱、ＮＣ関東パイル製造㈱、ＮＣ貝原コンクリート㈱、ＮＣ東日本コンクリート工業㈱、ＮＣ中日本コンクリート工業㈱、ＮＣプレコン㈱

(2) 主要な非連結子会社の名称

ＮＣ中部パイル製造㈱、ＮＣユニオン興産㈱

連結の範囲から除いた理由

非連結子会社は、いずれも小規模会社であり、合計の総資産、売上高、当期純損益(持分に見合う額)及び利益剰余金(持分に見合う額)等は、いずれも連結財務諸表に重要な影響を及ぼしていないためであります。

2．持分法の適用に関する事項

(1) 持分法を適用した関連会社数 5社

主要な会社の名称

九州高圧コンクリート工業㈱、中国高圧コンクリート工業㈱、北海道コンクリート工業㈱

(2) 持分法を適用しない非連結子会社及び関連会社のうち主要な会社等の名称

ＮＣユニオン興産㈱、日本海コンクリート工業㈱

持分法を適用しない理由

持分法非適用会社は、それぞれ当期純損益及び利益剰余金等に及ぼす影響が軽微であり、かつ全体としても重要性がないため、持分法の適用から除外しております。

3．連結子会社の事業年度等に関する事項

連結子会社の決算日は、連結決算日と一致しております。

4．会計処理基準に関する事項

(1) 重要な資産の評価基準及び評価方法

①たな卸資産

製品、仕掛品、原材料及び貯蔵品

主として移動平均法による原価法（収益性の低下による簿価切下げの方法）

未成工事支出金

個別法による原価法

未成受託研究支出金

個別法による原価法

②有価証券

その他有価証券

時価のあるもの

決算日の市場価格等に基づく時価法（評価差額は全部純資産直入法により処理し、売却原価は移動平均法により算定）

時価のないもの

移動平均法による原価法

③デリバティブ

時価法

1 【連結財務諸表等】

(1) 【連結財務諸表】

① 【連結貸借対照表】

（単位：千円）

	前連結会計年度 （平成25年３月31日）	当連結会計年度 （平成26年３月31日）
資産の部		
流動資産		
現金及び預金	2,147,412	5,725,188
受取手形及び売掛金	※7, ※9 11,835,661	※7 10,067,513
商品及び製品	3,146,245	3,568,718
仕掛品	※8 1,095,481	※8 1,548,302
原材料及び貯蔵品	755,417	845,808
繰延税金資産	433,233	330,916
その他	※7 1,267,337	※7 1,295,106
貸倒引当金	△40,342	△13,271
流動資産合計	20,640,447	23,368,282
固定資産		
有形固定資産		
建物及び構築物	11,290,386	11,838,009
減価償却累計額	△8,240,834	△8,803,085
建物及び構築物（純額）	3,049,552	3,034,923
機械装置及び運搬具	23,189,501	22,936,549
減価償却累計額	△21,523,535	△21,402,790
機械装置及び運搬具（純額）	1,665,966	1,533,758
土地	※4 14,708,663	※4 14,943,557
建設仮勘定	102,673	196,013
その他	11,251,292	11,165,484
減価償却累計額	△10,672,868	△10,719,028
その他（純額）	578,423	446,455
有形固定資産合計	20,105,279	20,154,708
無形固定資産	133,713	97,894
投資その他の資産		
投資有価証券	※1, ※2 8,850,901	※1, ※2 10,482,864
長期貸付金	251,754	120
退職給付に係る資産	－	1,380,787
繰延税金資産	112,668	95,779
その他	3,589,179	1,990,065
貸倒引当金	△131,543	△26,197
投資その他の資産合計	12,672,960	13,923,418
固定資産合計	32,911,954	34,176,021
資産合計	53,552,401	57,544,304

第５　【経理の状況】

１　連結財務諸表及び財務諸表の作成方法について

(1) 当社の連結財務諸表は、「連結財務諸表の用語、様式及び作成方法に関する規則」（昭和51年大蔵省令第28号。以下「連結財務諸表規則」という。）に基づいて作成しております。

なお、当連結会計年度（平成25年４月１日から平成26年３月31日まで）の連結財務諸表に含まれる比較情報については、「財務諸表等の用語、様式及び作成方法に関する規則等の一部を改正する内閣府令」（平成24年９月21日内閣府令第61号）附則第３条第２項により、改正前の連結財務諸表規則に基づいて作成しております。

(2) 当社の財務諸表は、「財務諸表等の用語、様式及び作成方法に関する規則」（昭和38年大蔵省令第59号。以下「財務諸表等規則」という。）に基づいて作成しております。

なお、当事業年度（平成25年４月１日から平成26年３月31日まで）の財務諸表に含まれる比較情報については、「財務諸表等の用語、様式及び作成方法に関する規則等の一部を改正する内閣府令」（平成24年９月21日内閣府令第61号）附則第２条第２項により、改正前の財務諸表等規則に基づいて作成しております。

また、当社は、特例財務諸表提出会社に該当し、財務諸表等規則第127条の規定により財務諸表を作成しております。

２　監査証明について

当社は、金融商品取引法第193条の２第１項の規定に基づき、連結会計年度(平成25年４月１日から平成26年３月31日まで)の連結財務諸表及び事業年度(平成25年４月１日から平成26年３月31日まで)の財務諸表について、有限責任監査法人トーマツにより監査を受けております。

３　連結財務諸表等の適正性を確保するための特段の取組みについて

当社は、連結財務諸表等の適正性を確保するための特段の取組みを行っております。具体的には、会計基準等の内容を適切に把握し、又は会計基準等の変更等について的確に対応することができる体制を整備するため、公益財団法人財務会計基準機構へ加入しております。

（単位：千円）

	前連結会計年度 （平成25年３月31日）	当連結会計年度 （平成26年３月31日）
負債の部		
流動負債		
支払手形及び買掛金	※9 6,256,019	5,997,277
電子記録債務	※9 3,896,364	3,050,904
短期借入金	※2, ※5 3,370,000	※2, ※5 2,730,000
1年内返済予定の長期借入金	※2 1,709,285	※2 1,288,000
1年内償還予定の社債	※2 340,000	※2 240,000
未払法人税等	742,659	435,984
賞与引当金	253,256	276,693
役員賞与引当金	31,050	38,970
工事損失引当金	※7, ※8 169,870	※7, ※8 169,220
その他	※9 2,501,757	2,012,272
流動負債合計	19,270,262	16,239,322
固定負債		
社債	※2 310,000	※2 680,000
長期借入金	※2 3,017,870	※2 3,575,870
繰延税金負債	2,077,189	2,591,038
再評価に係る繰延税金負債	※4 2,820,277	※4 2,820,277
退職給付引当金	389,686	—
退職給付に係る負債	—	401,569
負ののれん	3,671	—
その他	608,419	481,078
固定負債合計	9,227,114	10,549,835
負債合計	28,497,376	26,789,157
純資産の部		
株主資本		
資本金	3,658,569	5,111,583
資本剰余金	1,580,491	3,486,325
利益剰余金	13,219,902	13,947,941
自己株式	△683,065	△93,689
株主資本合計	17,775,898	22,452,161
その他の包括利益累計額		
その他有価証券評価差額金	1,870,971	2,814,317
土地再評価差額金	※4 4,960,885	※4 4,960,885
退職給付に係る調整累計額	—	82,811
その他の包括利益累計額合計	6,831,857	7,858,014
少数株主持分	447,269	444,971
純資産合計	25,055,024	30,755,146
負債純資産合計	53,552,401	57,544,304

【連結包括利益計算書】

（単位：千円）

	前連結会計年度 （自 平成24年４月１日 至 平成25年３月31日）	当連結会計年度 （自 平成25年４月１日 至 平成26年３月31日）
少数株主損益調整前当期純利益	1,067,206	1,077,532
その他の包括利益		
その他有価証券評価差額金	481,201	930,197
持分法適用会社に対する持分相当額	8,632	13,148
その他の包括利益合計	※1 489,833	※1 943,345
包括利益	1,557,039	2,020,878
（内訳）		
親会社株主に係る包括利益	1,530,953	2,011,101
少数株主に係る包括利益	26,086	9,776

③【連結株主資本等変動計算書】

前連結会計年度(自　平成24年４月１日　至　平成25年３月31日)

(単位：千円)

	株主資本				
	資本金	資本剰余金	利益剰余金	自己株式	株主資本合計
当期首残高	3,658,569	1,580,489	12,348,655	△682,163	16,905,551
当期変動額					
剰余金の配当			△169,873		△169,873
当期純利益			1,041,119		1,041,119
自己株式の取得				△921	△921
自己株式の処分		1		19	21
株主資本以外の項目の当期変動額(純額)					
当期変動額合計	―	1	871,246	△901	870,346
当期末残高	3,658,569	1,580,491	13,219,902	△683,065	17,775,898

	その他の包括利益累計額			少数株主持分	純資産合計
	その他有価証券評価差額金	土地再評価差額金	その他の包括利益累計額合計		
当期首残高	1,381,137	4,960,885	6,342,023	437,252	23,684,827
当期変動額					
剰余金の配当					△169,873
当期純利益					1,041,119
自己株式の取得					△921
自己株式の処分					21
株主資本以外の項目の当期変動額(純額)	489,833	―	489,833	10,016	499,850
当期変動額合計	489,833	―	489,833	10,016	1,370,196
当期末残高	1,870,971	4,960,885	6,831,857	447,269	25,055,024

当連結会計年度(自 平成25年４月１日　至 平成26年３月31日)

(単位：千円)

	株主資本				
	資本金	資本剰余金	利益剰余金	自己株式	株主資本合計
当期首残高	3,658,569	1,580,491	13,219,902	△683,065	17,775,898
当期変動額					
新株の発行	1,453,014	1,453,014			2,906,028
剰余金の配当			△339,716		△339,716
当期純利益			1,067,756		1,067,756
自己株式の取得				△1,604	△1,604
自己株式の処分		452,819		590,980	1,043,800
株主資本以外の項目の当期変動額(純額)					
当期変動額合計	1,453,014	1,905,833	728,039	589,375	4,676,262
当期末残高	5,111,583	3,486,325	13,947,941	△93,689	22,452,161

	その他の包括利益累計額				少数株主持分	純資産合計
	その他有価証券評価差額金	土地再評価差額金	退職給付に係る調整累計額	その他の包括利益累計額合計		
当期首残高	1,870,971	4,960,885	―	6,831,857	447,269	25,055,024
当期変動額						
新株の発行						2,906,028
剰余金の配当						△339,716
当期純利益						1,067,756
自己株式の取得						△1,604
自己株式の処分						1,043,800
株主資本以外の項目の当期変動額(純額)	943,345	―	82,811	1,026,157	△2,298	1,023,859
当期変動額合計	943,345	―	82,811	1,026,157	△2,298	5,700,122
当期末残高	2,814,317	4,960,885	82,811	7,858,014	444,971	30,755,146

④【連結キャッシュ・フロー計算書】

（単位：千円）

	前連結会計年度 （自 平成24年４月１日 至 平成25年３月31日）	当連結会計年度 （自 平成25年４月１日 至 平成26年３月31日）
営業活動によるキャッシュ・フロー		
税金等調整前当期純利益	1, 775, 870	1, 878, 822
減価償却費	1, 210, 246	1, 212, 733
減損損失	―	291, 983
貸倒引当金の増減額（△は減少）	51, 943	△133, 016
賞与引当金の増減額（△は減少）	31, 350	23, 437
役員賞与引当金の増減額（△は減少）	6, 140	7, 920
工事損失引当金の増減額（△は減少）	△15, 020	△650
退職給付引当金の増減額（△は減少）	38, 745	―
退職給付に係る負債の増減額（△は減少）	―	11, 883
前払年金費用の増減額（△は増加）	△80, 891	―
退職給付に係る資産の増減額（△は増加）	―	△93, 679
受取利息及び受取配当金	△97, 596	△90, 613
支払利息	123, 709	105, 370
持分法による投資損益（△は益）	△154, 543	△232, 922
固定資産除却損	36, 333	53, 276
固定資産売却損益（△は益）	△9, 507	591
投資有価証券売却損益（△は益）	―	△10, 565
投資有価証券評価損益（△は益）	4, 789	―
売上債権の増減額（△は増加）	△454, 356	1, 745, 030
たな卸資産の増減額（△は増加）	111, 182	△793, 217
未収入金の増減額（△は増加）	68, 610	△131, 474
仕入債務の増減額（△は減少）	1, 559, 333	△1, 094, 756
債権流動化未収入金の増減額（△は増加）	153, 342	51, 151
投資不動産の賃貸による収益	△169, 048	△167, 170
投資その他の資産の増減額（△は増加）	△99, 364	102, 522
その他	△205, 162	△380, 544
小計	3, 886, 107	2, 356, 113
利息及び配当金の受取額	103, 929	107, 010
利息の支払額	△123, 063	△103, 408
法人税等の支払額	△73, 302	△1, 101, 982
営業活動によるキャッシュ・フロー	3, 793, 671	1, 257, 732
投資活動によるキャッシュ・フロー		
有形固定資産の取得による支出	△2, 625, 219	△1, 418, 621
有形固定資産の売却による収入	10, 889	3, 967
無形固定資産の取得による支出	△29, 592	△5, 152
投資有価証券の取得による支出	△30, 315	―
投資有価証券の売却による収入	―	19, 445
子会社株式の取得による支出	△850	△580
投資不動産の賃貸による収入	157, 224	167, 170
その他	△321, 107	246, 322
投資活動によるキャッシュ・フロー	△2, 838, 970	△987, 448

（単位：千円）

	前連結会計年度 （自 平成24年４月１日 至 平成25年３月31日）	当連結会計年度 （自 平成25年４月１日 至 平成26年３月31日）
財務活動によるキャッシュ・フロー		
短期借入金の純増減額（△は減少）	△850,000	△640,000
長期借入れによる収入	1,697,870	1,990,000
長期借入金の返済による支出	△1,569,285	△1,853,285
社債の発行による収入	392,404	646,303
社債の償還による支出	△300,000	△380,000
新株予約権の発行による収入	－	22,428
新株予約権の行使による株式の発行及び自己株式の処分による収入	－	3,914,050
配当金の支払額	△170,585	△340,494
少数株主への配当金の支払額	△1,435	△1,384
リース債務の返済による支出	△96,650	△69,144
建設協力金の返済による支出	△17,500	△17,500
その他	△22,709	△1,200
財務活動によるキャッシュ・フロー	△937,892	3,269,772
現金及び現金同等物の増減額（△は減少）	16,808	3,540,056
現金及び現金同等物の期首残高	2,130,603	2,147,412
新規連結に伴う現金及び現金同等物の増加額	－	37,719
現金及び現金同等物の期末残高	※1 2,147,412	※1 5,725,188

【注記事項】

（連結財務諸表作成のための基本となる重要な事項）

1．連結の範囲に関する事項

(1) 連結子会社の数 15社

連結子会社の名称

ＮＣ工基㈱、ＮＣ日混工業㈱、ＮＣマネジメントサービス㈱、ＮＣ西日本パイル製造㈱、ＮＣ九州パイル製造㈱、ＮＣロジスティックス㈱、ＮＣセグメント㈱、ＮＣ貝原パイル製造㈱、ＮＣ四国コンクリート工業㈱、ＮＣ関東パイル製造㈱、ＮＣ貝原コンクリート㈱、ＮＣ東日本コンクリート工業㈱、ＮＣ中日本コンクリート工業㈱、ＮＣプレコン㈱、ＮＣ中部パイル製造㈱

前連結会計年度において非連結子会社であったＮＣ中部パイル製造㈱は、重要性が増したことにより当連結会計年度より連結の範囲に含めております。

(2) 主要な非連結子会社の名称

ＮＣユニオン興産㈱

連結の範囲から除いた理由

非連結子会社は、いずれも小規模会社であり、合計の総資産、売上高、当期純損益(持分に見合う額)及び利益剰余金(持分に見合う額)等は、いずれも連結財務諸表に重要な影響を及ぼしていないためであります。

2．持分法の適用に関する事項

(1) 持分法を適用した関連会社数 5社

主要な会社の名称

九州高圧コンクリート工業㈱、中国高圧コンクリート工業㈱、北海道コンクリート工業㈱

(2) 持分法を適用しない非連結子会社及び関連会社のうち主要な会社等の名称

ＮＣユニオン興産㈱、日本海コンクリート工業㈱

持分法を適用しない理由

持分法非適用会社は、それぞれ当期純損益及び利益剰余金等に及ぼす影響が軽微であり、かつ全体としても重要性がないため、持分法の適用から除外しております。

3．連結子会社の事業年度等に関する事項

連結子会社の決算日は、連結決算日と一致しております。

4．会計処理基準に関する事項

(1) 重要な資産の評価基準及び評価方法

①たな卸資産

製品、仕掛品、原材料及び貯蔵品

主として移動平均法による原価法（収益性の低下による簿価切下げの方法）

未成工事支出金

個別法による原価法

未成受託研究支出金

個別法による原価法

②有価証券

その他有価証券

時価のあるもの

決算日の市場価格等に基づく時価法（評価差額は全部純資産直入法により処理し、売却原価は移動平均法により算定）

時価のないもの

移動平均法による原価法

平成２６年登簿第　738　号

認　　　　証

嘱託人　日本コンクリート工業株式会社海外室長　小林　研　の代理人　金　雷　は，本職に対し，小林　研が添付書類の署名につき，自らしたものであることを承認している旨陳述した。

よって、これを認証する。

平成２６年　7　月　22　日、本公証人役場において

東京都品川区東五反田５丁目27番６号

東京法務局所属

公証人　川崎和彦

Notary

Kazuhiko KAWASAKI

総公証 №122172 号

証　　　明

上記署名は、東京法務局所属公証人の署名に相違ないものであり、かつ、その押印は、真実のものであることを証明する。

平成２６年　7　月　22日

東京法務局長　石田一宏

CERTIFICATE

This is to certify that the signature affixed above has been provided by Notary, duly authorized by the Tokyo Legal Affairs Bureau and that the Official Seal appearing on the same is genuine.

Date JUL. 22. 2014

Kazuhiro ISHIDA

Director of the Tokyo Legal Affairs Bureau

For legalization by the foreign consul in Japan, this is to certify that the Seal affixed hereto is genuine.

Date JUL. 22. 2014

A. Ogawa

Tokyo, Ayako OGAWA

Official

Ministry of Foreign Affairs

(Consular Service Division)

Registered No. 738

NOTARIAL CERTIFICATE

This is to certify that Lei Jin, an agent of Ken Kobayashi, General Manager Overseas Department of Nippon Concrete Industries Co., Ltd. has stated in my presence that the said Ken Kobayashi has acknowledged to have signed the attached document on this 22th day of July, 2014.

Kazuhiko KAWASAKI

NOTARY

5-27-6, higashi-gotanda, Shinagawa-ku, Tokyo Japan

Tokyo Legal Affairs Bureau

TOKYO LEGAL AFFAIRS BUREAU
NOTARY
NO. 27-6, 5-CHOME, HIGASHI-GOTANDA, SHINAGAWA-KU TOKYO JAPAN

C B BANK
CO-OPERATIVE BANK LTD.

E-mail : cbbank@mptmail.net.mm
Website : www.cbbankmyanmar.com
www.cbbank.com.mm

STATEMENT OF ACCOUNT

C. B. BANK WZY Br.

DATE 8th JANUARY 2015

To

U KYAW KYAW OO
0932011152
NO/(1);, HLEDAN, KHINE SHWE WAR ST ;
KAMARYUT TSP;

Dear Sir,

We hereby certify that the balance standing at the credit of the account of 0932011152 U KYAW KYAW OO with CO-OPERATIVE BANK LIMITED (WIZAYA) BRANCH YANGON at the close of business on the 7th JANUARY 2015, Ks -201,738,278/- (Kyats Two Hundred One Million Seven Hundred Thirty Eight Thousand Two Hundred Seventy Eight Only).

Your Faithfully,

8.1.2015

Deputy Manager
Co-Operative Bank
Wizaya Branch.

8.1.15

Manager
Co-Operative Bank
Wizaya Branch.

L-1 (e)

YOMA BANK your bank

ရက်စွဲ ။ ။၂၀၁၄ခုနှစ်၊ အောက်တိုဘာ (၃) ရက်။

စာအမှတ် ။ ။ရမဘ/လသယ/ချေးငွေ/ ၈၄ /၂၀၁၄-၂၀၁၅။

သို့

ဦးကျော်ကျော်ဦး ၊ဦးဌေးလှိုင် Maga Manufacturing Co.Ltd

အမှတ်(၁၀၄)၊ဝက်မစွပ်ဝန်ထောက်လမ်း၊ဇုံ(၄)

လှိုင်သာယာမြို့နယ် ၊ရန်ကုန်မြို့။

အကြောင်းအရာ။ ။ **ချေးငွေခွင့်ပြုကြောင်းအကြောင်းကြားခြင်း။**

အထက်ပါကိစ္စနှင့်စပ်လျဉ်း၍ လူကြီးမင်း(များ)မှ ရိုးမဘဏ်လီမိတက်တွင် လျှောက်ထားသော ချေးငွေနှင့်ပတ်သက်၍ အောက်ဖော်ပြပါ အချက်အလက်များအား အကြောင်းကြားအပ်ပါသည်။

(၁) ရိုးမဘဏ်မှ လက်ခံမည့် အာမခံပစ္စည်းလိပ်စာနှင့် အမျိုးအစား - **မြေနှင့်အဆောက်အဦး**

(၂) ခွင့်ပြုချေးငွေအမျိုးအစား (ချေးငွေ Loan/ စာရင်းပိုထုတ်ချေးငွေ Overdraft) **Loan ချေးငွေ (၃,၀၀၀) သိန်း၊Overdraft ချေးငွေ (၃,၀၀၀) သိန်း**

(၃) ခွင့်ပြုချေးငွေပမာဏနှင့်အတိုးနှုန်း **စုစုပေါင်းငွေကျပ် -(၆,၀၀၀) သိန်း၊(၁၂)%**

(၄) ခွင့်ပြုကာလ **တစ်နှစ်**

(၅) ဘဏ်သို့တင်ပြထားခဲ့သည့်ချေးငွေအတွက် လုပ်ငန်းအမည်/လိပ်စာ **အမှတ်(၁၀၄)၊ဝက်မစွပ်ဝန်ထောက်လမ်း၊စက်မှုဇုံ(၄)၊လှိုင်သာယာမြို့နယ်။**

(၆) ခွင့်ပြုချေးငွေပမာဏ **Loan ချေးငွေ (၃,၀၀၀) သိန်း၊Overdraft ချေးငွေ (၃,၀၀၀) သိန်း**

ဖော်ပြပါဘဏ်သို့ အာမခံအဖြစ်ပေးအပ်ထားသော မြေ/အဆောက်အဦးနှင့် ပတ်သက်၍ ပိုင်ဆိုင်မှုစစ်ဆေးခြင်း၊ တန်ဘိုးဖြတ်ခြင်း၊ မီးအာမခံထားခြင်းကိစ္စများအတွက် ကုန်ကျမည့် ပိုင်ဆိုင်မှု အတွက် ရှေ့နေစစ်ဆေးခ၊ ရာဖြတ်ခ၊ မီးအာမခံ ပရီမီယံကြေးပေးသွင်းငွေနှင့် ချေးငွေဆိုင်ရာစာချုပ် စာတမ်းများအတွက် တံဆိပ်ခေါင်းဘိုးကျသင့်ငွေတို့ကို ငွေချေးယူသူက ကျခံရပါမည်။

ပူးတွဲဖော်ပြပါ ချေးငွေစည်းကမ်းများကို သဘောတူပါက ဘဏ်နှင့်ဆက်သွယ်ဆောင်ရွက်ပါရန် အကြောင်းကြားအပ်ပါသည်။

မန်နေဂျာ

Ma Ga Manufacturing Co.,Ltd
No(104),Wutmasoup Won Htauk St; Zone-4
Hlaing Tharyar
Yangon
Myanmar

Hlaing Tharyar Branch

017 17 500998 2

31-Jul-2014	Cash Deposit		51,000.00	51,000.00
31-Jul-2014	Transfer Withdrawal	250.00		50,750.00
01-Aug-2014	Transfer Withdrawal	30,000.00		20,750.00
17-Sep-2014	Transfer Withdraw(D202751)	275,800,000.00		275,779,250.00 DR
17-Sep-2014	Transfer Withdrawal	6,000,000.00		281,779,250.00 DR
23-Sep-2014	Transfer Withdrawal	30,000.00		281,809,250.00 DR
30-Sep-2014	Interest	1,297,035.38		283,106,285.38 DR
03-Oct-2014	Cash Withdrawal(d202752)	16,893,714.62		300,000,000.00 DR
03-Oct-2014	Transfer Deposit		300,000,000.00	
21-Oct-2014	Cash Withdrawal(d202753)	50,000,000.00		50,000,000.00 DR
31-Oct-2014	Transfer Withdrawal	2,860,273.77		52,860,273.77 DR
31-Oct-2014	Interest	367,914.28		53,228,188.05 DR
03-Nov-2014	Transfer Withdrawal	9,000,000.00		62,228,188.05 DR
04-Nov-2014	Transfer Withdrawal()	20,000.00		62,248,188.05 DR
04-Nov-2014	Transfer Withdrawal	223,199.03		62,471,387.08 DR
11-Nov-2014	Cash Withdrawal(d202754)	20,000,000.00		82,471,387.08 DR

Hlaing Tharyar Branch

Ma Ga Manufacturing Co.,Ltd
No(104),Wutmasoup Won Htauk St; Zone-4
Hlaing Tharyar
Yangon
Myanmar

YOMA BANK LTD. Hlaingtharyar

017 17 500998 2

01-Dec-2014	Cash Withdrawal(d202758)	20,000,000.00		79,785,139.44 DR
03-Dec-2014	Transfer Withdrawal	9,000,000.00		88,785,139.44 DR
03-Dec-2014	Transfer Withdrawal	168,277.84		88,953,417.28 DR
08-Dec-2014	Cash Withdrawal(d202759)	43,000,000.00		131,953,417.28 DR
10-Dec-2014	Cash Withdrawal(d202760)	19,897,000.00		151,850,417.28 DR
18-Dec-2014	Cash Deposit		90,000,000.00	61,850,417.28 DR
22-Dec-2014	Cash Withdrawal(d202761)	18,900,000.00		80,750,417.28 DR
22-Dec-2014	Cash Withdrawal(d202762)	20,000,000.00		100,750,417.28 DR
23-Dec-2014	Cash Withdrawal(D202763)	63,900,000.00		164,650,417.28 DR
31-Dec-2014	Transfer Withdrawal	2,879,999.74		167,530,417.02 DR
31-Dec-2014	Interest	1,287,430.00		168,817,847.02 DR
31-Dec-2014	Transfer Withdrawal	147,473.23		168,965,320.25 DR

168,965,320.25 DR

1 11

59,785,139.44 DR	**90,000,000.00**	**199,180,180.81**	**168,965,320.25 DR**

Hlaing Tharyar Branch

Ma Ga Manufacturing Co.,Ltd
No(104),Wutmasoup Won Htauk St; Zone-4
Hlaing Tharyar
Yangon
Myanmar

017 17 500998 2

05-Jan-2015	Cash Withdrawal(d202764)	20,000,000.00		188,965,320.25 DR
07-Jan-2015	Transfer Deposit		300,000,000.00	111,034,679.75
07-Jan-2015	Cash Withdrawal(d202765)	20,000,000.00		91,034,679.75

91,034,679.75

1 2

168,965,320.25DR	300,000,000.00	40,000,000.00	91,034,679.75

Hlaing Tharyar Branch

Ma Ga Manufacturing Co.,Ltd
No(104),Wutmasoup Won Htauk St; Zone-4
Hlaing Tharyar
Yangon
Myanmar

017 17 500998 2

14-Nov-2014	Cash Withdrawal(d202755)	10,000,000.00		92,471,387.08 DR
21-Nov-2014	Cash Withdrawal(d202756)	75,500,000.00		167,971,387.08 DR
24-Nov-2014	Transfer Withdraw(D202757)	38,000,000.00		205,971,387.08 DR
27-Nov-2014	Transfer Deposit		150,000,000.00	55,971,387.08 DR
28-Nov-2014	Transfer Withdrawal	2,876,054.70		58,847,441.78 DR
28-Nov-2014	Interest	937,697.66		59,785,139.44 DR
01-Dec-2014	Cash Withdrawal(d202758)	20,000,000.00		79,785,139.44 DR
03-Dec-2014	Transfer Withdrawal	9,000,000.00		88,785,139.44 DR
03-Dec-2014	Transfer Withdrawal	168,277.84		88,953,417.28 DR
08-Dec-2014	Cash Withdrawal(d202759)	43,000,000.00		131,953,417.28 DR
10-Dec-2014	Cash Withdrawal(d202760)	19,897,000.00		151,850,417.28 DR
18-Dec-2014	Cash Deposit		90,000,000.00	61,850,417.28 DR

61,850,417.28 DR

4 **24**

0.00	**540,051,000.00**	**601,901,417.28**	**61,850,417.28 DR**

② 【連結損益計算書及び連結包括利益計算書】

【連結損益計算書】

（単位：千円）

	前連結会計年度 (自 平成24年４月１日 至 平成25年３月31日)	当連結会計年度 (自 平成25年４月１日 至 平成26年３月31日)
売上高	36,280,567	35,676,777
売上原価	※1,※2 30,858,774	※2 29,970,347
売上総利益	5,421,793	5,706,430
販売費及び一般管理費	※3,※4 3,791,444	※3,※4 3,849,894
営業利益	1,630,349	1,856,536
営業外収益		
受取利息	26,556	13,258
受取配当金	71,040	77,354
負ののれん償却額	26,303	3,671
受取賃貸料	190,756	197,922
持分法による投資利益	154,543	232,922
その他	106,024	103,621
営業外収益合計	575,223	628,751
営業外費用		
支払利息	123,709	105,370
減価償却費	52,495	58,911
その他	145,498	106,897
営業外費用合計	321,703	271,179
経常利益	1,883,869	2,214,109
特別利益		
固定資産売却益	※5 9,507	※5 499
投資有価証券売却益	―	10,565
特別利益合計	9,507	11,065
特別損失		
固定資産売却損	―	※6 1,091
減損損失	―	※8 291,983
固定資産除却損	※7 36,333	※7 53,276
投資有価証券評価損	4,789	―
本社移転費用	76,384	―
特別損失合計	117,506	346,352
税金等調整前当期純利益	1,775,870	1,878,822
法人税、住民税及び事業税	766,331	717,748
法人税等調整額	△57,667	83,540
法人税等合計	708,664	801,289
少数株主損益調整前当期純利益	1,067,206	1,077,532
少数株主利益	26,086	9,776
当期純利益	1,041,119	1,067,756

004910

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ

အမျိုးသားစီမံကိန်းနှင့် စီးပွားရေးဖွံ့ဖြိုးတိုးတက်မှုဝန်ကြီးဌာန

ကုမ္ပဏီမှတ်ပုံတင်လက်မှတ်

အမှတ် ....၄၈၈..... / ၂၀၀၄-၂၀၀၅

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေအရ ....မာဃ ကုန်ထုတ်လုပ်မှု ကုမ္ပဏီ လီမိတက်....

....................................အား ပေးရန်တာဝန် ကန့်သတ်ထားသော လီမိတက်

ကုမ္ပဏီအဖြစ် ၂၀၀၄ နှစ်၊ ..ဇူလိုင်...... လ၊ ၉.... ရက်နေ့တွင် မှတ်ပုံတင်ထားခြင်းအား

၂၀၁၂ နှစ်၊ ..ဩဂုတ်..... လ၊ .၁၇. ရက်နေ့မှစ၍ သက်တမ်းတိုး ခွင့်ပြုလိုက်သည်၊

စက်မှု ထုတ်လုပ်မှု
INDUSTRIAL P·ODUCTION

ညွှန်ကြားရေးမှူးချုပ်(ကိုယ်စား)
(နန်းရီရီသန်း၊ ညွှန်ကြားရေးမှူး)

ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန

THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF MYANMAR
MINISTRY OF NATIONAL PLANNING AND ECONOMIC DEVELOPMENT

CERTIFICATE OF INCORPORATION

NO. ....488........... of 2004-2005

I hereby certify that the tenure of ....MA GA MANUFACTURING
COMPANY LIMITED..........................incorporated under the
Myanmar Companies Act on ....9th JULY, 2004
is renewed with effected from ....17th AUGUST, 2012

စက်ရုံအလုပ်ရုံ တည်ရှိရာအရပ်သည်
စက်မှုလက်မှုဇုံ ဖြစ်စေရမည်၊
(သို့မဟုတ်) လူနေရပ်ကွက်နှင့်ကင်း
လွတ်ရာအရပ်၌ဖြစ်စေရမည်၊

For Director General
(Nang Yi Yi Than, Director)
Director General
Directorate of Investment and Company Administration

ကုမ္ပဏီနှင့်သက်ဆိုင်သည့်အချက်အလက်များ

(က) အုပ်ချုပ်မှုဒါရိုက်တာအမည်၊ .... ဒေါ်ယဉ်ယဉ်စမ်း (၁၂/စခန(နိုင်)၀၀၅၆၆၈)

(ခ) ကုမ္ပဏီ ရုံးခန်းလိပ်စာ၊ .... အမှတ်(၁၀၄)၊ ဝက်မစွတ်ဝန်ထောက်လမ်း၊ လှိုင်သာယာစက်မှုဇုန်(၄)၊ လှိုင်သာယာမြို့နယ်၊ ရန်ကုန်မြို့။

(ဂ) ဆက်သွယ်ရန် ဖုန်းနံပါတ်၊ .... ၀၁-၆၈၅၃၀၁၊ ၀၁-၆၈၅၇၃၃

(ဃ) ဒါရိုက်တာများ အမည်စာရင်း– ....

(၁) ဦးဓွေးလှိုင်
၁၂/အလန(နိုင်)၀၁၈၆၃၁

မှတ်ချက်။ (၁) ဤကုမ္ပဏီမှတ်ပုံတင်လက်မှတ်သည်မှတ်ပုံတင်ရက်စွဲ (၉-၇-၂၀၁၂)မှ (၈-၇-၂၀၁၅)ရက်နေ့အထိ (၃) နှစ်သက်တမ်းအတွက်သာ ဖြစ်သည်။ သက်တမ်း မကုန်ဆုံးမီ (၃)လအလိုတွင် သက်တမ်းတိုးရန် ရင်းနှီးမြှုပ်နှံမှုနှင့် ကုမ္ပဏီများ ညွှန်ကြားမှု ဦးစီးဌာနသို့ လျှောက်ထား ရမည်။

(၂) ကုမ္ပဏီ အနေဖြင့် သင်းဖွဲ့မှတ်တမ်းတွင်အဆိုပြု တင်ပြထားသော လုပ်ငန်းရည်ရွယ်ချက်များကိုသာ လုပ်ကိုင်ရမည်။

(၃) သင်းဖွဲ့မှတ်တမ်းပါ ရည်ရွယ်ချက်များသည် သက်ဆိုင်ရာ ပြည်ထောင်စုဝန်ကြီးဌာန၏ တည်ဆဲဥပဒေ၊ နည်းဥပဒေ၊ လုပ်ထုံးလုပ်နည်း များနှင့်အညီ ခွင့်ပြုချက် ရရှိမှသာ ဆောင်ရွက်ခွင့် ရှိမည် ဖြစ်ပါသည်။

(၄) လုပ်ငန်းရည်ရွယ်ချက် ပြောင်းလဲ လုပ်ကိုင်လိုပါက ပြောင်းလဲ လုပ်ကိုင်လိုသည့် လုပ်ငန်း ရည်ရွယ်ချက်များအား သင်းဖွဲ့မှတ်တမ်းတွင် ပြင်ဆင်မှတ်ပုံတင်ရန်အတွက် ဒါရိုက်တာအဖွဲ့ (BOD)၏ အထူး အစည်းအဝေး ဆုံးဖြတ်ချက် မှတ်တမ်းနှင့်အတူ ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများ ညွှန်ကြားမှု ဦးစီးဌာန သို့ လျှောက်ထား ရမည် ။

ညွှန်ကြားရေးမှူးချုပ် (ကိုယ်စား)

(မြင့်လွင်၊ ဒုတိယညွှန်ကြားရေးမှူး)

ရန်ကုန်တိုင်းဒေသ

THE MYANMAR COMPANIES ACT

LIST OF SHAREHOLDERS.

FORM E.

(As required by part II of the Act. See Section 32)

* * ● * *

SUMMARY OF SHARE CAPITAL AND SHARES OF THE

MA GA MANUFACTURING COMPANY LIMITE

Made up to the 23rd *day of* DECEMBER *being the day of the first Ordinary General Meeting in* 2013

Nominal Share Capital - K 1,000,000,000/-	
Divided into * 100000 Shares of K. 10,000/- each	
and Shares of K. each	
and Shares of K. each	
and Shares of K. each	
Total number of shares taken up to the 23rd day DECEMBER .... 2013 (This number must agree, with the total shown in the list; as held by existing members)	5000 SHARES
Numbers of Shares issued subject to payment wholly in cash	
Numbers of Shares issued as fully paid-up otherwise than in cash	
Numbers of Shares issued as partly paid-up to the extent of per share Otherwise than in cash	
● There has been called up on each of 5000 Shares K.	KS. 10,000/- (FULLY PAID UP)
There has been called up on each of Shares K.	
There has been called up on each of Shares K.	
+ Total amount of calls received including payments on application and allotment ... ... K.	KS. 50,000,000/-
Total amount agree to be considered as paid shares which have been issued as fully paid up otherwise than in cash .... K.	Nil
Total amount agreed to be considered as paid shares which have been issued as Partly paid-up to the extent of .... per Share ... . K.	Nil
Total amount of Calls unpaid ... . K.	
Total amount of sums paid by way of commission in respect of shares or debentures or allowed by way of discount since date of last summary ... ... K.	Nil
Total amount of shares forfeited ... ... K.	Nil
Aggregate number of shares forfeited ... ... K.	Nil
Total amount of Shares and stock for which share-warrants are outstanding ... ... K.	
Total amount of share-warrants issued ... ... K.	Nil
Do do surrendered since date of last summary K.	Nil
Number of shares or amount of stock comprised in each share-warrant ... ... K.	Nil
Total amount of debt due from the Company in respect of all Mortgages and Charges which are required to be registered with the Registrar under this Act ... ... K.	Nil

When there are shares of different kind of mounts (e.g., Preference and Ordinary or K.2000 or 1000) state the numbers and nominal values separately.

● Where various amounts have been called, or there are shares of different kinds state them separately.

\+ Include what has been received or forfeited as on existing shares.

FORM E-Contd. **LIST OF PERSONS HOLDING SHARES IN THE** MA GA MANUFACTURING CO.,LTD

On the 23rd DECEMBER, 2013 day of

And of Persons who have held shares here in at any time

Addresses and account:

NAMES ADDRESSES AND OCCUPATIONS.

Folio in register	Name in Full	Father's Name.	Address	Occupation or Casts	*Nationally
1.	DAW YIN YIN	U WIN PE	NO(13),SANYAEDWIN STREET,SANCHAUNG TOWNSHIP,YANGON.	MERCHANT	MYANMAR
2.	U KYAW KYAW OO	U HLA SOE	NO(1),KHAING SHWE WAR 1st STREET, KAMAYUT TOWNSHIP, YANGON.	MERCHANT	MYANMAR
3.	DAW NI NI WIN		NO(208/209),PALAE STREET,SHWE PYI THAR TOWNSHIP, YANGON.	MERCHANT	MYANMAR
4.	U HTAY HLAING	U TIN MAUNG	NO(531/B),MARLAR MYAING YEIK THAR 8th WARD,PYI ROAD KAMAYUT TOWNSHIP YANGON.	MERCHANT	MYANMAR

MA GA Manufacturing Co., Ltd.

Yin Yin San
Managing Director
Ma Ga Manufacturing Co., Ltd

• State the aggregate number of shares forfeited (if any)

- The aggregate number of shares held and not the distinctive numbers, must be stated, and the column must be added up throughout so as to make one total to agree with that stated in the summary to have been taken up.

When the shares are of different classes, these columns may be subdivided, so that the number of each class held or transferred may be shown.

MA GA MANUFACTURING COMPANY LIMITED

23rd DECEMBER, 2013

Since the date of last return, showing their names and Of the shares so held.

Date and number of certificate of citizenship if issued by Government of the Union of Myanmar	ACCOUNT OF SHARES					REMARKS.
	*Number of shares held by existing Members at date of return	** Particulars of Shares Transferred since the date of the last return by persons who are still Members		** Particulars of Shares Transferred since the date of the last return by persons who Ceased to be Members		
		Number	Date of Registration of Transfer	# Number	Date of Registration of Transfer	
12/SA KHA NA(N) 005668	525					
12/KA MA YA(N) 054482	2475					
12/TA KA NA(N) 009326	1000					
12/AH LA NA(N) 018631	1000					
TOTAL	5000	SHARES				

Yin Yin San
Managing Director
Ma Ga Manufacturing Co., Ltd.

** The date of Registration of each transfer should be given as well as the Number of Shares transferred on each date. The particulars shoul be placed opposite the name of the Transferor and not opposite that of the Transferee, but the name of the Transferee may be inserted in th "Remarks" column, Immediately opposite the particulars of each Transfer.

FORM E-Contd.

Names and addresses of the persons who are the DIRECTORS of the MA GA MANUFACTURING COMPANY LIMITED

On the 23rd day of DECEMBER 2013

NAME	ADDRESS	FOREIGNERS	Nationality Citizens of the Union of Myanmar
1. DAW YIN YIN SAN	NO(13),SANYAE DWIN STREET SANCHAUNG TOWNSHIP, YANGON.		MYANMAR 12/SA KHA NA(N) 005668
2. U HTAY HLAING	NO(531/B),MARLAR MYAING YEIKTHAR,8th WARD,PYI ROAD,KAMAYUT TOWNSHIP, YANGON.		MYANMAR 12/AH LA NA(N) 018631

MA GA Manufacturing Co., Ltd.

Yin Yin San
Managing Director
Ma Ga Manufacturing Co., Ltd.

FORM E-Contd.

Names and addresses of the persons who are the **MANAGERS** of the

MA GA MANUFACTURING **COMPANY LIMITED**

On the 23rd day of DECEMBER 2013

NAME	ADDRESS	FOREIGNERS	Nationality Citizens of the Union of Myanm
	Nil		

I also herebycertify that the Company has not since the date of last return issued any invitation to the public to subscribe for the shares or debenture of the Company.

Yin Yin San
[illegible]tor
Ma Ga [illegible] Co., Ltd.

Note-Banking Companies must add a list of all their places of business.

I DAW YIN YINSAN(MANAGING DIRECTOR) do here by certify that the above list [illegible] summary truly and correc[illegible] state the facts as they stood on the 23rd day of DECEMBER, 2013

Signature ____________________

(State whether Dire[illegible]
Manager or Secret[illegible]

Yin Yin San

THE MYANMAR COMPANIES ACT

______ : O : ______

FORM E.

______ : O : ______

NAME OF THE COMPANY

MA GA MANUFACTURING CO.,LTD

REGISITERED OFFICE

LOT.NO(104),WAT-MA SOUT WINHTAUK
STREET,HLAING THARYAR INDUSTRIAL
ZONE(4),HLAING THARYAR TOWNSHIP,
YANGON.

MANAGING AGENIS :

Yin Yin San
Managing Director
Ma Ga Manufacturing Co., Ltd

Summary of share Capital and Shares.

List of Persons holding Shares.

Names and Addresses of Directors.

Names and Addresses of Managers.

Dated, 23rd DECEMBER, 2013 .

MA GA Manufacturing Company., Ltd.

Lot No. (104), Wat Ma Sout W[illegible]ntauk Street, Hlaing Tharyar Industrial Zone(4), Hlaing Tharyar Township, Yangon.

Phone : 01 - 685301, 685733, 685734 E-mail.magamanufacturing@gmail.com

သို့

ညွှန်ကြားရေးမှူးချုပ်

အမျိုးသားစီမံကိန်းနှင့်စီးပွားရေးဖွံ့ဖြိုးတိုးတက်မှုဝန်ကြီးဌာန

ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန

ရုံးအမှတ်(၃၂) ၊ နေပြည်တော်။

ရက်စွဲ ။ ။ ၃၁.၁၂.၁၃။

အကြောင်းအရာ။ ။ <u>ပုံစံ (င) တင်ပြခြင်း။</u>

ကျွန်တော်များကုမ္ပဏီမှ ကျင်းပပြုလုပ်သည့် နှစ်ပတ်လည်အထွေထွေအရပ်ရပ် အစည်းအဝေးကို(၂၃-၁၂-၁၃) နေ့တွင် ကျင်းပပြုလုပ်ခဲ့ပြီးဖြစ်ပါသဖြင့် သတ်မှတ်ထားသော ပုံစံ(င)တွင် ဖြည့်စွက်ပြီး၊ အစည်းအဝေးမှတ်တမ်းနှင့်အတူ ပေးပို့တင်ပြအပ်ပါသည်။

ကျသင့်သောမှတ်ပုံတင်ကြေးအားလည်း ပေးသွင်းပြီးဖြစ်ပါသည်။ကုမ္ပဏီ၏မှတ်ပုံတင်အမှတ်မှာ ၄၈၈/၂၀၀၄-၂၀၀၅ (၉.၇.၂၀၀၄)ဖြစ်ပါသည်။

လေးစားစွာဖြင့်

Yin Yin San
Managing Director
Ma Ga Manufacturing Co., Ltd.

ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှု ဦးစီးဌာန၊ ရန်ကုန်တိုင်းဒေသကြီး (ရုံးခွဲ)

ငွေလက်ခံ/ရရှိပြေစာ

ရက်စွဲ၊ ၃၁-၁၂-၁၄

၁။ ကုမ္ပဏီအမည် (မြန်မာ)၊ မေဂျီ မန်ယူဖက်ချာရင်း ကုမ္ပဏီ လီမိတက်

(အင်္ဂလိပ်)၊ Mage Manufacturing Co Ltd

၂။ ငွေပေးသွင်းသည့်အကြောင်းအရာ၊ Form E

၃။ ပေးသွင်းသည့်ငွေ (ဂဏန်းဖြင့်)၊ ၂၅၀၀/-

(စာဖြင့်)၊ ကျပ်နှစ်ထောင့်ငါးရာတိတိ

ငွေပေးသွင်းသူလက်မှတ် (signature) ငွေလက်ခံသူလက်မှတ် (signature)

အမည်၊ မြင့်မြင့်သန့်အောင် ငွေရင်းသွင်းပြီး အမည်၊ [illegible]

MA GA Manufacturing Company., Ltd.

Lot No. (104), Wat Ma Sout Wunhtauk Street, Hlaing Tharyar Industrial Zone(4), Hlaing Tharyar Township, Yangon.

Phone : 01 - 685301, 685733, 685734 E-mail.magamanufacturing@gmail.com

Ma Ga Manufacturing Co., Ltd. ၏
ဒါရိုက်တာအဖွဲ့အစည်းအဝေးမှတ်တမ်း

၂၀၁၃ ခုနှစ်၊ ဒီဇင်ဘာလ(၂၃)ရက်နေ့၊ နံနက် (၁၀း၀၀)နာရီအချိန်တွင် ကုမ္ပဏီ၏ ရုံးခန်းဖြစ်သော အမှတ်၁၀၄/ဝက်မစွတ်ဝန်ထောက်လမ်း၊စက်မှုဇုန်(၄)၊လှိုင်သာယာမြို့နယ်၊ရန်ကုန်တိုင်းဒေသကြီးတွင်ကျင်းပရာ အောက်ပါအစုရှင်များ တက်ရောက် ကြပါသည်။

၁။ ဒေါ်ယဉ်ယဉ်စန်း
၂။ ဦးကျော်ကျော်ဦး
၃။ ဒေါ်နီနီဝင်း
၄။ ဦးဌေးလှိုင်

အစည်းအဝေးတွင် သဘာပတိအဖြစ်၊ဒေါ်ယဉ်ယဉ်စန်း မှဆောင်ရွက်ပြီး အောက်ပါဆုံးဖြတ်ချက်များကို သဘောတူဆုံးဖြတ်ကြပါသည်။

ဆုံးဖြတ်ချက် (၁)

'Ma Ga Manufacturing Co., Ltd.' ၏ ဒါရိုက်တာအဖွဲ့ နှစ်ပတ်လည်အစီရင်ခံစာကို အစုဝင်များမှ သဘောတူဆုံးဖြတ်ကြပါသည်။

ဆုံးဖြတ်ချက် (၂)

'Ma Ga Manufacturing Co.,Ltd' ၏ ၂၀၁၂-၂၀၁၃ခုနှစ် ဘဏ္ဍာရေးနှစ်အတွက် အရှုံးအမြတ်စာရင်း၊လက်ကျန်ရှင်းတမ်းနှင့်စာရင်းစစ်အစီရင်ခံစာကို ဖတ်ကြားအတည်ပြုကြပါသည်။

ဆုံးဖြတ်ချက် (၃)

'Ma Ga Manufacturing Co.,Ltd .' ၏ ၂၀၁၃-၂၀၁၄ခုနှစ်အတွက် ဘဏ္ဍာရေးနှစ်ချုပ်စာရင်းများကို စစ်ဆေးရန် 'ဦးမြတ်လွင်မိုး' အား ကုမ္ပဏီ၏စာရင်းစစ်အဖြစ် တာဝန်ပေးအပ်ရန် သဘောတူ အတည်ပြုကြပါသည်။

၂- သို့

MA GA Manufacturing Company., Ltd.
Lot No. (104), Wat Ma Sout Wunhtauk Street, Hlaing Tharyar Industrial Zone(4), Hlaing Tharyar Township, Yangon.
Phone : 01 - 685301, 685733, 685734 E-mail.magamanufacturing@gmail.com

<u>ဆုံးဖြတ်ချက် (၄)</u>

မိမိတို့ကုမ္ပဏီ၏ဒါရိုက်တာအဖွဲ့ကိုမူလအတိုင်းပင်ဆက်လက်ထားရှိရန်၊သဘောတူဆုံးဖြတ်ကြပါသည်။

<u>ဆုံးဖြတ်ချက် (၅)</u>

မိမိတို့ကုမ္ပဏီ၏ ယခုအချိန်ထိထုတ်ဝေရောင်းချထားသော အစုရှင်များနှစ်ချုပ်စာရင်း ပုံစံ(င)ကို မှတ်ပုံတင်အရာရှိထံ မှတ်ပုံတင်ကြေးများပေးသွင်းပြီး မှတ်ပုံတင်ရန် ဆုံးဖြတ်ကြပါသည်။

ထို့နောက် သဘာပတိမှအခြားရုံးလုပ်ငန်းပိုင်းဆိုင်ရာကိစ္စများကို ဆက်လက်ပြောကြားပြီး၊အစည်းအဝေးကို အောင်မြင်စွာရုတ်သိမ်းလိုက်ပါသည်။

မှတ်တမ်းတင်သူ

MA GA Manufacturing Co., Ltd.

Yin Yin San
Managing Director
Ma Ga Manufacturing Co., Ltd.

FORM VI
RETURN OF ALLOTMENTS
THE MYANMAR COMPANIES ACT.

(See Section 104)

(To be filed with the Registrar within one month after the Allotment is made)

Return of allotment ~~from the~~ made on 30th day of May 2008.

on the of 200 of the * MA GA MANUFACTUI LIMITED.

Made pursuant to Section 104 (1)

Number of the shares allotted payable in cash .... 4650 Shares

" " " " ....

Nominal amount of the shares so allotted Ks.46,500,000/-

" " ....

Amount paid or due and payable on each such share .... Ks. 10,000/-(Fully

" " " " ....

Number of ordinary shares allotted for a consideration other than cash Nil

Nominal amount of the ordinary shares so allotted .... Nil

Amount to be treated as paid on each such share .... Nil

The consideration for which such shares have been allotted is as follows:- Nil

---

NOTE: In making a return of allotments under Section 104(1) the Myanmar Companies Act., be noted that -

1. When a return includes several allotments made on different dates, the actual date o the first and last of such allotment should be entered at the tip of the front page, ai registration of the return should be effected within one month of the first date.

2. When a return relates to one allotment only, made on one particular date, that date should be inserted and the spaces for the second date struck out and the world substituted for the world "From" after the world "allotments" above.

Here insert name of Company.
Distinguish between preference, ordinary, or other description of shares.

Presented for filing by : Daw Yin Yin San, Managing Director.

Name, Address and Description of Allotees

Names & N.R.C No.	Address	Description	Number of shares Allotted	
			Preference	Ordinary
1. Daw Yin Yin San 12/Sa Kha Na (Naing)005668	No. 13, San Ye Dwin St; Sanchaung Township, Yangon.	Merchant		425
2. Daw Ni Ni Win 10/Ta Ka Na (Naing)009326	No. 208/209, Palae St; Shwe Pyi Thar Township, Yangon.	Merchant		950
3. U Kyaw Kyaw Oo 12/Ka Ma Ya (Naing)054482	No. 1, Khaing Shwe War 1st St; Kamayut Township, Yangon.	Merchant		2325
4. U Htay Hlaing 12/Ah La Na (Naing)018631	No. 531(B), Marlar Myaing Yeik Thar, Pyi Road, 8th Ward, Kamayut Township, Yangon.	Merchant		950
			Total -	4650

MA GA MANUFACTURING CO., LTD.
No............
Date............

Managing Director
Ma Ga Manufacturing Co., Ltd.

Date-30-5-2008.

FORM VI

RETURN OF ALLOTMENTS
THE MYANMAR COMPANIES ACT.

(See Section 104)

(To be filed with the Registrar within one month after the Allotment is made)

Return of allotment ~~from the~~ made on 1st of March 200 5.

on the of 200 of the MA GA MANUFACTURIN COMPANY LIMITED.

Made pursuant to Section 104(1)

Number of the shares allotted payable in cash ..... 100 Shares (Inclusive of Subscriber's Shares)

" " " " .....

Nominal amount of the shares so allotted ..... Ks. 1,000,000/-

" " " " .....

Amount paid or due and payable on each such share ..... Ks. 10,000/-(Fully Paid)

" " " " .....

Number of ordinary shares allotted for a consideration other than cash Nil

Nominal amount of the ordinary shares so allotted ..... Nil

Amount to be treated as paid on each such share ..... Nil

The consideration for which such share have been allotted is as follows:- Nil

---

NOTE: In making a return of allotments under Section 104(1) the Myanmar Companies Act., it is to be noted that-

1. When a return includes several allotments made on different dates, the actual date of only the first and last of such allotment should be entered at the tip of the front page, and the registration of the return should be effected within one month of the first date.

2. When a return relates to one allotment only, made on one particular date, that date only should be inserted and the spaces for the second date struck out and the world made substituted for the world "From" after the world "allotments" above.

Here insert name of Company.
Distinguish between preference, ordinary, or other description of shares.

Presented for filing by : Daw Yin Yin San, Managing Director.

Name, Address and Description of Allotees

Names & N.R.C No	Address	Description	Number of Shares Allotted	
			Preference	Ordinary
1. Daw Yin Yin San 12/Sa Kha Na(Naing)-005668	No.13, San Ye Dwin Street, Sanchaung Township, Yangon.	Merchant		50
2. U Win Pe 12/Sa Kha Na(Naing) 005666	No.13, San Ye Dwin Street, Sanchaung Township, Yangon.	Merchant		50
			Total-	100 Sha

Signature

Managing Director
Mn Gn Manufacturing Co., Ltd.

Date 1-3-2005

F. No.1

Presented for filing by : Daw Yin Yin San, Managing Director.

Name, Address and Description of Allotees

Names & N.R.C No	Address	Description	Number of Shares Allotted	
			Preference	Ordinary
1. U Moe Hein 7/Pa Ma Na (Naing)005976	No.15(Ka), U Loon Maung Street, 7 Miles, 7th Ward, Mayangone Township, Yangon.	Merchant		50
2. Daw Nu Nu Latt 7/Na Ta La(Naing) 001142	No.154, Thu Kha Street, 8th Ward, Hlaing Township, Yangon.	Merchant		50
3. Daw Ni Ni Win 10/Ta Ka Na(Naing) 009326	No.208/209, Palae Street, Shwe Pyi Thar Township, Yangon.	Merchant		50
4. U Kyaw Kyaw Oo 12/Ka Ma Ya (Naing)-054482	No.1, Khaing Shwe War-1st Street, Kamayut Township, Yangon.	Merchant		50
5. U Htay Hlaing 12/Ah La Na (Naing)-018631	No.531(B), Marlar Myaing Yeik Thar, 8th Ward, Pyi Road, Kamayut Township, Yangon.	Merchant		50
			Total-	250 Sh

Signature Yin Yin San

Managing Director

Ma Ga Manufacturing Co. Ltd.

Date 1-10-2005.

[Stamp: ...GA MANUFACTURING CO. ... No.......]

MA GA MANUFACTURING CO., LTD.
No.............
Date...........

COMPANIES REGISTRATION OFFICE
306

FORM XXVI

PARTICULARS OF DIRECTORS, MANAGERS AND MANAGING AGENTS AND OF ANY CHANGES THEREIN

(Myanmar Companies Act, See Section 87)

Name of Company : GA MANUFACTURING CO.,LTD.

Presented by : DAW YIN YIN SAN(M.D)

The present christian name or names of surnames	Nationality, National Registration Card No.	Usual Residential Address	Other Business Occupation	Changes
1. Daw Yin Yin San	Myanmar 12/ Sa Kha Na (Naing)005668	No.13, Sanyaedwin Street,Sanchaung Township,Yangon.	Merchant	Managing Director
2. U Htay Hlaing	Myanmar 12/Ah La Na (Naing)018631	No.531(B),Marlar Myaing Yeik 8th Ward,Pyi Road,KamayutT/S,Yangon.	Merchant	Appointed as Director w.e.f (29.12.2009)
3. U Win Pe	Myanmar 12/Sa Kha Na (Naing)005666	No.13,Sanyaedwin Street,Sanchaung Township,Yangon.	Merchant	Resigned From Director w.e.f (29.12.2009)

NOTE : (1) A complete list of the Directors or Managers or Managing Agents shown as existing in the last particulars.

(2) A note of the changes since the last list should be made in the column for "Changes" by placing against the new Director's name the word "in place of .... and by writing against any former Director's name the word "dead" "resigned" or as the case may be giving the date of change against the entry.

Signature ....

သို့

ညွှန်ကြားရေးမှူးချုပ်
ရင်းနှီးမြှုပ်နှံမှုနှင့် ကုမ္ပဏီများညွှန်ကြားမှု ဦးစီးဌာန
အမှတ်(၁)၊ သစ္စာလမ်း၊ ရန်ကင်းမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး

ရက်စွဲ၊ ၂၀၁၄ ခုနှစ်၊ နိုဝင်ဘာ လ ၂၀ ရက်

အကြောင်းအရာ။ ကုမ္ပဏီအမည် စစ်ဆေးခွင့်နှင့် ကုမ္ပဏီဆိုင်ရာ မှတ်ပုံတင်လိုပါသဖြင့် တင်ပြခြင်း
(မြန်မာ/အင်္ဂလိပ် နှစ်မျိုးဖြင့် ဖော်ပြပေးပါရန်)

၁။ ကျွန်တော်/ကျွန်မတို့သည် အောက်ပါအမည်ဖြင့် ကုမ္ပဏီဖွဲ့စည်း မှတ်ပုံတင်လိုပါသဖြင့် ကုမ္ပဏီအမည်အား စစ်ဆေးပေးနိုင်ပါရန် ကုမ္ပဏီဆိုင်ရာ အချက်အလက်များနှင့်အတူ ပူးတွဲတင်ပြလျှောက်ထားအပ်ပါသည်။ (အမည်တူ/လုပ်ငန်းကွဲ ကုမ္ပဏီဖြစ်ပါက ဖော်ပြရန်)

(မြန်မာ) အန်စီ အန် မာဂါ ကုမ္ပဏီ လီမိတက်

(အင်္ဂလိပ်) NC & MaGa Co., Ltd.

(လုပ်ငန်း) Manufacturing.

၂။ သတ်မှတ်မတည်ငွေရင်း - USD 10,000,000/-
ရှယ်ယာတစ်စုတန်ဖိုး - USD 100
အစုရှယ်ယာပေါင်း -
ကနဦးထည့်ဝင်မည့် မတည်ငွေရင်း - USD 2,000,000/-

၃။ သင်းလုံးကျွတ် အစည်းအဝေးက တစ်စုံတစ်ရာ သတ်မှတ်ပြဋ္ဌာန်းမှု မပြုလုပ်သမျှ ဒါရိုက်တာများ၏ အရေအတွက်သည် (၂) ထက်မနည်း၊ (၁၀) ဦးထက် မများစေရ။

၄။ ဒါရိုက်တာတစ်ဦး ဖြစ်မြောက်ရန် လိုအပ်သော အရည်အချင်းသည် ကုမ္ပဏီ၏ အစုရှယ်ယာ အနည်းဆုံး (–)ကို ပိုင်ဆိုင်ခြင်းဖြစ်၍ ၎င်းသည် မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေ ပုဒ်မ ၈၅ ပါ ပြဋ္ဌာန်းချက်များကို လိုက်နာရန် တာဝန်ရှိသည်။

၅။ ကုမ္ပဏီ ရုံးခန်းလိပ်စာနှင့် ဆက်သွယ်ရန် ဖုန်းနံပါတ်
(ရုံးခန်းလိပ်စာ) Plot No.A-4, Kyauktann Factory Zone, Kyauktann Village, Mawlamying Township, Mon State.

(ဖုန်းနံပါတ်)

အဆိုပြု ဒါရိုက်တာများစာရင်း (မြန်မာ/ အင်္ဂလိပ် နှစ်မျိုးဖြင့် ဖော်ပြပေးပါရန်)

စဉ်	အဆိုပြု ဒါရိုက်တာများ၏ အမည်နှင့် ဖုန်းနံပါတ်	နိုင်ငံသား မှတ်ပုံတင်အမှတ်	အဆိုပြု ဒါရိုက်တာများ၏ နေရပ်လိပ်စာ	ကုမ္ပဏီ ထည့်ဝင်မည့် အစုရှယ်ယာ
1	Nippon Concrete Industries Co., Ltd.	Incorporated in Japan	NC Shibaura Building 4-6-14, Shibaura Minato-ku, Tokyo 108-8560	60 %.
	Represented by			
(a)	Mr. Shinji Tsuchida	P.P No. TK 4068669	Room No. 1201, Kamata 5-chome Ota-ku, Tokyo	
(b)	Mr. Ken Kobayashi	P.P No. TH 4516256	29-5 Akazutsumi 2-chome Setagaya-Tokyo.	
(c)	Mr. Norihiko Tokitomo	P.P No. TG 8421608	8-38 Toyo 6-chome Koto-ku, Tokyo.	
2.	MaBa Manufacturing Co., Ltd.	Incorporated in Myanmar	Lot No. 104, Wat Ma Sout Winhtauk Street, Hlaing Tharyar Industrial Zone (4), Hlaing Tharyar T/S, Yangon, Myanmar.	40 %.
	Represented by			
(a)	U Toe Hlaing	NRC No. 12/OuKaTa (N) 031772.	No. (8), Thirimingalar street-19 East Ywama Ward, Insein T/S, Yangon.	
(b)	U Kyaw Kyaw Oo	NRC. No. 12/KaMaYa (N) 054482	No. (1), Khine Shwe Wa Lane (1) Daho Road, 8 Ward, Kamayut T/S Yangon.	

၇။ ဆောင်ရွက်မည့် လုပ်ငန်းရည်ရွယ်ချက်များ (မြန်မာ/ အင်္ဂလိပ် နှစ်မျိုးဖြင့် ဖော်ပြပေးရန်)

(က) Manufacturing.

(ခ)

(ဂ)

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(ထ)

(ဒ)

လျှောက်ထားသူ လက်မှတ်

အမည် Ye Tun Aung.

မှတ်ပုံတင်အမှတ် 12/OuKaTa (Naing) 161076.

မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသောအများနှင့်မသက်ဆိုင်သည့်ကုမ္ပဏီ

အန်စီအန်မာဃကုမ္ပဏီလီမိတက်

၏

သင်းဖွဲ့မှတ်တမ်း

နှင့်

သင်းဖွဲ့စည်းမျဉ်းများ

❖❖❖❖

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Memorandum Of Association

AND

Articles Of Association

OF

NC &MaGa Co., Ltd.

မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသောအများနှင့်မသက်ဆိုင်သည့်ကုမ္ပဏီ

အန်စီအန်မာယကုမ္ပဏီလီမိတက်

၏

သင်းဖွဲ့မှတ်တမ်းများ

❖❖❖❖❖❖❖

၁။ ကုမ္ပဏီ၏ အမည်သည်" အန်စီအန်မာယကုမ္ပဏီလီမိတက်"ဖြစ်ပါသည်။

၂။ ကုမ္ပဏီ၏ မှတ်ပုံတင်အလုပ်တိုက်သည်ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အတွင်း တည်ရှိရမည်။

၃။ ကုမ္ပဏီတည်ထောင်ရခြင်း၏ရည်ရွယ်ချက်များမှာတစ်ဖက်ပါစာမျက်နှာအတိုင်း ဖြစ်ပါသည်။

၄။ အစုဝင်များ၏ ပေးရန်တာဝန်ကို ကန့်သတ်ထားသည်။

၅။ ကုမ္ပဏီ၏သတ်မှတ်မ.တည်ငွေရင်း မှာအမေရိကန်ဒေါ်လာ၁၀,၀၀၀,၀၀၀/-(အမေရိကန်ဒေါ်လာတစ်ဆယ်သန်းတိတိ) ဖြစ်၍အမေရိကန်ဒေါ်လာ၁၀၀/-(အမေရိကန်ဒေါ်လာတစ်ရာတိတိ) တန်ရှယ်ယာပေါင်း (၁၀၀,၀၀၀) ခွဲထားပါသည်။ ကုမ္ပဏီ၏ ရင်းနှီးငွေကိုကုမ္ပဏီ၏ စည်းမျဉ်းများ နှင့်လက်ရှိ တရားဝင်တည်ဆဲဖြစ်နေသောတရား ဥပဒေပြဋ္ဌာန်းချက်များ နှင့် အညီအထွေထွေသင်းလုံးကျွတ်အစည်းအဝေး ၌ တိုးမြှင့်နိုင်ခွင့်၊ လျှော့ချနိုင်ခွင့် နှင့်ပြင်ဆင်နိုင်ခွင့် အာဏာရှိစေရမည်။ ပေးသွင်းရန်ရှိသော အရင်းအနှီးကိုဗဟိုဘဏ်၏ နေ့စဉ်ပေါက်ဈေးကိုသော ဒေါ်လာ (သို့မဟုတ်) ကျပ် လဲလှယ်နှုန်းဖြင့်တွက်ချက်ပါမည်။

အောက်တွင်အမည်၊ နိုင်ငံသား၊ နေရပ်နှင့်အကြောင်းအရာစုံလင်စွာ ပါသောဇယားတွင် လက်မှတ်ရေးထိုးသူ ကျွန်ုပ်တို့ကိုယ်စီကိုယ်ငှသည်ဤသင်းဖွဲ့မှတ်တမ်းအရကုမ္ပဏီတစ်ခုဖွဲ့စည်းရန်လိုလားသည့်အလျောက်ကျွန်ုပ်တို့၏အမည် အသီးသီး နှင့် ယှဉ်တွဲ၍ပြထားသောအစုရှယ်ယာများကို ကုမ္ပဏီ၏ မတည်ရင်းနှီးငွေတွင် ထည့်ဝင်ရယူကြရန် သဘောတူကြပါသည်။

စဉ်	အစုထည့်ဝင်သူများ၏အမည်၊ နေရပ်လိပ်စာနှင့်အလုပ်အကိုင်	နိုင်ငံသားနှင့် အမျိုးသား မှတ်ပုံတင်အမှတ်	ဝယ်ယူသော အစုရှယ်ယာ ဦးရေ	ထိုးမြဲလက်မှတ်
၁။	**Nippon Concrete Industries Co., Ltd.** NC Shibaura Building, 4-6-14, Minato-ku, Tokyo, Japan Represented by **Katsuhiko Amiya** President	Japanese 0104-01 - 022551	12,000	
၂။	**MaGaManufacturing Co., Ltd** Lot No. 104, Wat Ma SoutWinhtauk Street, HlaingTharyar Industrial Zone (4), HlaingTharyar Township Yangon, Myanmar **Yin Yin San** Managing Director I.C No. 12/Sakhana(Naing)005668	Myanmar No.445/2004-2005	8,000	

ရန်ကုန်။ နေ့စွဲ၊ ၂၀၁၅ ခုနှစ်၊ လ၊ ( ) ရက်။

အထက်ပါလက်မှတ်ရှင်များသည်ကျွန်ုပ်တို့၏ရှေ့ကမျက်မှောက်တွင်လက်မှတ်ရေးထိုးကြပါသည်။

မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသောအများနှင့်မသက်ဆိုင်သည့်ကုမ္ပဏီ

အန်စီအန်မာယကုမ္ပဏီလီမိတက်

၏

သင်းဖွဲ့စည်းမျဉ်းများ

၁။ ဤသင်းဖွဲ့စည်းမျဉ်းနှင့်လိုက်လျောညီထွေမဖြစ်သည့်စည်းမျဉ်းများမှအပ၊ မြန်မာနိုင်ငံကုမ္ပဏီများအက်ဥပဒေ နောက်ဆက်တွဲပထမဇယားပုံစံ 'က' ပါစည်းမျဉ်းများသည်ဤကုမ္ပဏီနှင့်သက်ဆိုင်စေရမည်။ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေပုဒ်မ၁၇(၂)တွင်ဖော်ပြပါရှိသည့်မလိုက်နာမနေရစည်းမျဉ်းများသည်ဤကုမ္ပဏီနှင့်အစဉ်သဖြင့်သက်ဆိုင်စေရမည်။

အများနှင့်မသက်ဆိုင်သောကုမ္ပဏီ

၂။ ဤကုမ္ပဏီသည်အများနှင့်မသက်ဆိုင်သည့်ကုမ္ပဏီဖြစ်၍အောက်ပါသတ်မှတ်ချက်များသည် အကျိုးသက်ရောက်စေရမည်။

(က) ဤကုမ္ပဏီကခန့်အပ်ထားသော ဝန်ထမ်းများမှအပ၊ ဤကုမ္ပဏီ၏အစုရှင်အရေအတွက်ကိုငါးဆယ် အထိသာကန့်သတ်ထားသည်။

(ခ) ဤကုမ္ပဏီ၏ အစုရှယ်ယာသို့မဟုတ် ဒိဘင်ချာသို့မဟုတ် ဒိဘင်ချာစတော့(ခ်) တစ်ခုခုအတွက်ငွေထည့်ဝင်ရန်အများပြည်သူတို့အား ကမ်းလှမ်းခြင်းမပြုလုပ်ရန်တားမြစ်ထားသည်။

မ,တည်ရင်းနှီးငွေနှင့်အစုရှယ်ယာ

၃။ ကုမ္ပဏီ၏ သတ်မှတ်မ,တည်ငွေရင်းမှာ အမေရိကန်ဒေါ်လာ၁၀,၀၀၀,၀၀၀/-(အမေရိကန်ဒေါ်လာတစ်ဆယ်သန်းတိတိ) ဖြစ်၍အမေရိကန်ဒေါ်လာ၁၀၀/-(အမေရိကန်ဒေါ်လာတစ်ရာတိတိ) တန်ရှယ်ယာပေါင်း (၁၀၀,၀၀၀) ခွဲထားပါသည်။ကုမ္ပဏီ၏ ရင်းနှီးငွေကိုကုမ္ပဏီ၏ စည်းမျဉ်းများ နှင့်လက်ရှိ တရားဝင်တည်ဆဲဖြစ်နေသောတရားဥပဒေပြဋ္ဌာန်းချက်များနှင့်အညီအထွေထွေသင်းလုံးကျွတ်အစည်းအဝေး၌ တိုးမြှင့်နိုင်ခွင့်၊ လျှော့ချနိုင်ခွင့်နှင့်ပြင်ဆင်နိုင်ခွင့်အာဏာရှိစေရမည်။

၄။ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေပါပြဋ္ဌာန်းချက်များကိုမထိခိုက်စေလျက် အစုရှယ်ယာများသည်ဒါရိုက်တာများ၏ကြီးကြပ်ကွပ်ကဲမှုအောက်တွင်ရှိစေရမည်။ ၎င်းဒါရိုက်တာများသည် သင့်လျော်သောပုဂ္ဂိုလ်များအား သတ်မှတ်ချက်အခြေအနေတစ်စုံတစ်ရာဖြင့်အစုရှယ်ယာများကို ခွဲဝေချထားခြင်း သို့မဟုတ် ထုခွဲရောင်းချခြင်းတို့ကိုဆောင်ရွက်နိုင်သည်။

၅။ အစုရှယ်ယာလက်မှတ်များကိုအထွေထွေမန်နေဂျာသို့မဟုတ်ဒါရိုက်တာအဖွဲ့က သတ်မှတ်သည့်အခြားပုဂ္ဂိုလ်များကလက်မှတ်ရေးထိုး၍ကုမ္ပဏီ၏တံဆိပ်ရိုက်နှိပ်ထုတ်ပေးရမည်။အစုရှယ်ယာလက်မှတ်သည် ပုံပန်းပျက်ခြင်း၊ ပျောက်ဆုံးခြင်းသို့မဟုတ်ပျက်စီးခြင်းဖြစ်ပါကအဖိုးအခဖြင့်ပြန်လည်အသစ်ပြုလုပ်ပေးမှုကိုသော်လည်းကောင်း၊ ဒါရိုက်တာအဖွဲ့က သင့်လျော်သည်ဟုယူဆသော အခြားသက်သေခံအထောက်အထား တစ်စုံတစ်ရာကိုတင်ပြစေ၍သော်လည်းကောင်းထုတ်ပေးနိုင်သည်။ကွယ်လွန်သွားသောအစုရှယ်ယာရှင်တစ်ဦး၏တရားဝင်ကိုယ်စားလှယ်ကို ဒါရိုက်တာအဖွဲ့က အသိအမှတ်ပြုပေးရမည်ဖြစ်သည်။

၆။ ဒါရိုက်တာများသည် အစုရှင်များက ၎င်းတို့၏ အစုရှယ်ယာများအတွက်မပေးသွင်းရသေးသောငွေများကိုအခါအားလျော်စွာတောင်းဆိုနိုင်သည်။ အစုရှင်တိုင်းကလည်း ၎င်းတို့ထံတောင်းဆိုသည့်အကြိမ်တိုင်း အတွက် ဒါရိုက်တာများကသတ်မှတ်သည့်ပုဂ္ဂိုလ်များထံသတ်မှတ်သည့်အချိန်နှင့် နေရာတွင် ပေးသွင်းစေရန်တာဝန်ရှိစေရမည်။ဆင့်ခေါ်မှုတစ်ခုအတွက်အရစ်ကျပေးသွင်းစေခြင်း၊သို့မဟုတ်ပယ်ဖျက်ခြင်း သို့မဟုတ်ရွှေ့ဆိုင်းခြင်းတို့ကို ဒါရိုက်တာအဖွဲ့ကသတ်မှတ်နိုင်သည်။

ဒါရိုက်တာများ

၇။ သင်းလုံးကျွတ် အစည်းအဝေးက တစ်စုံတစ်ရာသတ်မှတ်ပြဋ္ဌာန်းမှုမပြုလုပ်သမျှ ဒါရိုက်တာများ၏ အရေအတွက်သည် (၂)ဦး ထက်မနည်း၊ (၁၀)ဦးထက်မများစေရ၊
ပထမဒါရိုက်တာများသည် -

(၁) **Mr. Shinji Tsuchida**
(၂) **Mr. Ken Kobayashi**
(၃) **Mr. Masato Nakamura**
(၄) **U Toe Hlaing**
(၅) **U KyawKyawOo**

၈။ ဒါရိုက်တာများသည် ၎င်းတို့အနက်မှတစ်ဦးကိုမန်နေဂျင်းဒါရိုက်တာအဖြစ်အချိန်အခါအလိုက်သင့်လျော်သော သတ်မှတ်ချက်များ၊ဉာဏ်ပူဇော်ခများဖြင့်ခန့်ထားရမည်ဖြစ်ပြီးအခါအားလျော်စွာဒါရိုက်တာအဖွဲ့ကပေးအပ်သော အာဏာများအားလုံးကို ၎င်းကအသုံးပြုနိုင်သည်။

ဒါရိုက်တာများ၏ဆောင်ရွက်ချက်များ

၉။ ဒါရိုက်တာများသည်၎င်းတို့သင့်လျော်သည် ထင်မြင်သည့်အတိုင်း လုပ်ငန်းဆောင်ရွက်ရန်တွေ့ဆုံဆွေးနွေးခြင်း၊ အစည်းအဝေးရွှေ့ဆိုင်းခြင်း၊အချိန်မှန်စည်းဝေးခြင်း၊အစည်းအဝေးအထမြောက်ရန် အနည်းဆုံးဒါရိုက်တာဦးရေ သတ်မှတ်ခြင်းတို့ကိုဆောင်ရွက်နိုင်သည်။ ယင်းသို့မသတ်မှတ်ပါက ဒါရိုက်တာသုံးဦး တက်ရောက်လျှင်အစည်းအဝေးထမြောက်ရမည်။မည်သည့်ကိစ္စများကိုမဆိုမဲခွဲဆုံးဖြတ်ရာတွင်မဲအရေအတွက်တူနေပါကသဘာပတိသည် ဒုတိယမဲသို့မဟုတ်အနိုင်မဲကိုပေးနိုင်သည်။

၁၀။ ဒါရိုက်တာများစာရင်းတွင် ပါဝင်သော မည်သည့်ဒါရိုက်တာမဆိုကျင်းပရန်လိုအပ်သော ဒါရိုက်တာအစည်းအဝေးကို ကြိုတင်အကြောင်းကြားစာဖြင့်ဆင့်ခေါ်နိုင်သည်။ ကုမ္ပဏီ၏ ဒါရိုက်တာတစ်ဦးချင်းက အခါအားလျော်စွာ သတ်မှတ်ထားသောလိပ်စာ၌ ဒါရိုက်တာအဖွဲ့အစည်းအဝေးတိုင်း တက်ရောက်နိုင်ရန် ဒါရိုက်တာများကိုလုံလောက်သောအချိန်ပေး၍နို့တစ်စာထုတ်ပေးရမည်။

၁၁။ ဒါရိုက်တာအားလုံးကလက်မှတ်ရေးထိုးထားသော ရေးသားထားသည့် ဆုံးဖြတ်ချက်တစ်ရပ်သည် နည်းလမ်းတကျခေါ်ယူ ကျင်းပသော အစည်းအဝေးက အတည်ပြုသည့်ဆုံးဖြတ်ချက်ကဲ့သို့ပင် ကိစ္စအားလုံးအတွက် အကျိုးသက်ရောက်စေရမည်။

ဒါရိုက်တာအဖွဲ့၏ လုပ်ပိုင်ခွင့်နှင့်တာဝန်များ

၁၂။ မြန်မာနိုင်ငံကုမ္ပဏီများအက်ဥပဒေ နောက်ဆက်တွဲဇယားပုံစံ (က)ပါ စည်းမျဉ်းအပိုဒ်၁ တွင်ပေးအပ်ထားသော အထွေထွေအာဏာများကို မထိခိုက်စေဘဲ ဒါရိုက်တာအဖွဲ့သည်အောက်ဖော်ပြပါ အာဏာများရှိရမည်ဟု အတိအလင်း ထုတ်ဖော်ကြေညာသည်။ အာဏာဆိုသည်မှာ -

(၁) ဒါရိုက်တာများကသင့်လျော်သည် ဟုယူဆသောတန်ဖိုးနှင့်စည်းကမ်းများ၊ အခြေအနေများသတ်မှတ်၍ ကုမ္ပဏီကရယူရန်အာဏာရှိသည့်မည်သည့်ပစ္စည်း၊ အခွင့်အရေးများ၊အခွင့်အလမ်းများကိုမဆိုဝယ်ယူရန်သို့မဟုတ်အခြားနည်းလမ်းများဖြင့်ရယူပိုင်ဆိုင်ရန်အပြင်ကုမ္ပဏီကပိုင်ဆိုင်ခွင့်ရှိသောမည်သည့်ပစ္စည်း၊အခွင့်အရေးများ၊အခွင့်အလမ်းများကိုမဆိုသင့်တော်သောစည်းကမ်းချက်များသတ်မှတ်၍ ရောင်းချခြင်း၊ အငှားချခြင်း၊ စွန့်လွှတ်ခြင်းသို့မဟုတ်အခြားနည်းလမ်းများဖြင့်ဆောင်ရွက်ခြင်းတို့ကိုပြုလုပ်ရန်။

(၂) သင့်လျော်သောစည်းကမ်းသတ်မှတ်ချက်များဖြင့်ငွေကြေးများကိုချေးငှားရန်သို့မဟုတ်အဆိုပါချေးငှားသောငွေကြေးများကိုပြန်လည်ပေးဆပ်ရန်အတွက်အာမခံများထားရှိရန် အပြင်၊အထူးသဖြင့်၎င်းကုမ္ပဏီ၏ဒီဘင်ချာများ၊ဒီဘင်ချာစတော့(ခ်)များ၊ခေါ်ယူခြင်းမပြုရသေးသောရင်းနှီးငွေများအပါအဝင်ယခုလက်ရှိနှင့်နောင်ရှိမည့်ပစ္စည်းများအားလုံး သို့မဟုတ်တစ်စိတ်တစ်ဒေသကိုအပေါင်ပြု၍ ထုတ်ဝေရန်။

(၃) ၎င်းကုမ္ပဏီရယူထားသောအခွင့်အရေးများ သို့မဟုတ် ဝန်ဆောင်မှုများအတွက်အားလုံး သို့မဟုတ်တစ်စိတ်တစ်ဒေသကိုငွေကြေးအားဖြင့်ပေးချေရန်သို့မဟုတ်အစုရှယ်ယာများ၊ ငွေချေးစာချုပ်များ၊ ဒီဘင်ချာများ သို့မဟုတ်၎င်းကုမ္ပဏီ၏အခြားသောအာမခံစာချုပ်များကိုထုတ်ပေးရန်၊ ထို့အပြင် အဆိုပါအစုရှယ်ယာများထုတ်ပေးရာ၌ငွေအပြည့်ပေးသွင်းပြီးသောအစုရှယ်ယာအနေဖြင့်သော်လည်းကောင်း၊တစ်စိတ်တစ်ဒေသပေးသွင်းပြီးသောအစုရှယ်ယာများအနေဖြင့်သော်လည်းကောင်း သဘောတူညီသကဲ့သို့ထုတ်ဝေပေးရန်နှင့်အဆိုပါငွေချေးစာချုပ်များ၊ဒီဘင်ချာများသို့မဟုတ်ကုမ္ပဏီ၏ အခြားသော အာမခံစာချုပ်များဖြင့် ထုတ်ဝေပေးရာ၌ခေါ်ဆိုခြင်း မပြုရသေးသောရင်းနှီးငွေများ အပါအဝင်
၎င်းကုမ္ပဏီ၏ပစ္စည်းအားလုံးသို့မဟုတ်တစ်စိတ်တစ်ဒေသကိုအပေါင်ပြု၍ဖြစ်စေ၊ထိုကဲ့သို့မဟုတ်ဘဲဖြစ်စေထုတ်ပေးရန်။

(၄) ၎င်းကုမ္ပဏီနှင့်ပြုလုပ်ထားသောကန်ထရိုက်စာချုပ်များ၊ တာဝန်ယူထားသည့်လုပ်ငန်းများ ပြီးစီးအောင်ဆောင်ရွက်စေခြင်း အလို့ငှာခေါ်ယူခြင်း မပြုရသေးသောရင်းနှီးငွေများ အပါအဝင် ၎င်းကုမ္ပဏီ၏ပစ္စည်းရပ်များ အားလုံး သို့မဟုတ်တစ်စိတ်တစ်ဒေသကိုပေါင်နှံ၍သော်လည်းကောင်း အပေါင်ပြု၍သော်လည်းကောင်းသို့မဟုတ်အစုရှယ်ယာများအတွက်ငွေများတောင်းခံခေါ်ယူ၍သော်လည်းကောင်း ခွင့်ပြုရန်သို့မဟုတ်သင့်လျော်သည့်အတိုင်းဆောင်ရွက်ရန်၊

(၅) မန်နေဂျာများ၊ အတွင်းရေးမှူးများ၊ အရာရှိများ၊ စာရေးများ၊ ကိုယ်စားလှယ်များနှင့် ဝန်ထမ်းများကို အမြဲတမ်း၊ ယာယီသို့မဟုတ်အထူးကိစ္စရပ်များအတွက်ခန့်ထားခြင်း၊ ရပ်စဲခြင်း ၊ဆိုင်းငံ့ထားခြင်းများအတွက်လည်းကောင်း၊ အဆိုပါပုဂ္ဂိုလ်တို့၏ တာဝန်များ ၊ အာဏာများ ၊လစာငွေများ၊ အခြားငွေကြေးများကို သတ်မှတ်ရာ၌လည်းကောင်း၊ အာမခံပစ္စည်းများ တောင်းခံရာ၌လည်းကောင်း သင့်လျော်သလိုဆောင်ရွက်ရန်၊ ထို့အပြင်အဆိုပါကိစ္စရပ်များအတွက် ကုမ္ပဏီ၏ မည်သည့်အရာရှိကိုမဆိုကိစ္စရပ်အားလုံးကိုဖြစ်စေ၊တစ်စိတ်တစ်ဒေသကိုဖြစ်စေဒါရိုက်တာများ၏ကိုယ်စား ဆောင်ရွက်နိုင်ရေးအတွက် တာဝန်လွှဲအပ်ရန်၊

(၆) ၎င်းကုမ္ပဏီ၏ ဒါရိုက်တာတစ်ဦးအား ဒါရိုက်တာရာထူးနှင့်တွဲဖက်၍မန်နေးဂျင်းဒါရိုက်တာ၊ အထွေထွေမန်နေဂျာ၊ အတွင်းရေးမှူး သို့မဟုတ်ဌာနခွဲမန်နေဂျာအဖြစ်ခန့်ထားရန်၊

(၇) မည်သည့်အစုရှင်ထံမှမဆို ၎င်းတို့၏ အစုရှယ်ယာအားလုံးကိုဖြစ်စေ၊ အချို့အဝက်ကိုဖြစ်စေ စွန့်လွှတ်ခြင်းအား သဘောတူညီသောစည်းကမ်းများဖြင့်လက်ခံရန်၊

(၈) ဤကုမ္ပဏီကပိုင်ဆိုင်သောသို့မဟုတ်ပိုင်ဆိုင်ခွင့်ရှိသောသို့မဟုတ်အခြားအကြောင်းများကြောင့် ဖြစ်သောမည်သည့်စည်းကိုမဆိုကုမ္ပဏီ၏ကိုယ်စား လက်ခံထိန်းသိမ်းထားရန်အတွက်မည်သည့်ပုဂ္ဂိုလ်သို့မဟုတ်ပုဂ္ဂိုလ်များကိုမဆို ခန့်ထားရန်နှင့်အဆိုပါ ယုံမှတ်အပ်နှံခြင်းများနှင့်ပက်သက်၍ လိုအပ်သောစာချုပ်စာတမ်းများချုပ်ဆိုပြုလုပ်ရန်။

(၉) ဤကုမ္ပဏီ၏ အရေးအရာများနှင့်စပ်လျဉ်း၍ဤကုမ္ပဏီကပြုလုပ်သောသို့မဟုတ်ဤကုမ္ပဏီအပေါ် သို့မဟုတ်ဤကုမ္ပဏီ၏ အရာရှိများအပေါ် ပြုလုပ်သောတရားဥပဒေအရစွဲဆိုဆောင်ရွက်မှုများကို တရားစွဲဆို၊အရေးယူ၊ ခုခံကာကွယ်ရန်သို့မဟုတ်ခွင့်လွှတ်ရန်၊ ထို့အပြင်ဤကုမ္ပဏီကရရန်ရှိသောကြွေးမြီများ နှင့် ဤကုမ္ပဏီအပေါ် တောင်းခံသောကြွေးမြီများနှင့်ပက်သက်၍ပေးဆပ်ရန်အချိန်ကာလရွှေ့ဆိုင်းခွင့်ပြုခြင်း သို့မဟုတ်နှစ်ဦးနှစ်ဖက်သဘောတူကျေအေးခြင်းများ ပြုလုပ်ရန်၊

(၁၀) ဤကုမ္ပဏီက ပေးရန်ရှိသောသို့မဟုတ်ရရန်ရှိသောငွေတောင်းခံခြင်းများကိုဖြန်ဖြေရေးခုံသမာဓိထံသို့ဖြေရှင်းရန်အတွက်အပ်နှံရန်အပြင်ဖြန်ဖြေရေး ခုံသမာဓိထံသို့ဖြေရှင်းရန်အတွက်အပ်နှံရန်အပြင်ဖြန်ဖြေရေးခုံသမာဓိ၏ ဆုံးဖြတ်ချက်အတိုင်းလိုက်နာဆောင်ရွက်ရန်။

(၁၁) ဤကုမ္ပဏီကရရန်ရှိသောတောင်းဆိုချက် ၊ တောင်းခံချက်များနှင့်ကုမ္ပဏီသို့ပေးရန်ရှိသောငွေကြေးများအတွက်ပြေစာများပြုလုပ်ထုတ်ပေးခြင်း ၊ လျှော်ပစ်ခြင်းနှင့်အခြားသောနည်းဖြင့်စွန့်လွှတ်ခြင်းများကိုပြုလုပ်ရန်၊

(၁၂) လူမွဲစာရင်းခံရခြင်း ၊ ကြွေးမြီမဆပ်နိုင်ခြင်းကိစ္စများနှင့်ပက်သက်၍ကုမ္ပဏီ၏ကိုယ်စားဆောင်ရွက်ရန်။

(၁၃) ငွေလွှဲစာတမ်းများ ၊ ချက်လက်မှတ်များ ၊ ဝန်ခံကတိစာချုပ်များ ၊ထပ်ဆင့်လက်မှတ်ရေးထိုးခြင်းများ၊လျှော်ပစ်ခြင်းများ၊ကန်ထရိုက်စာချုပ်များနှင့်စာရွက်စာတမ်းများကိုကုမ္ပဏီ၏ ကိုယ်စားမည်သူကလက်မှတ်ရေးထိုးခွင့်ရှိသည်ကိုစိစစ်သတ်မှတ်ရန်။

(၁၄) ဒါရိုက်တာများကသင့်လျော်သည်ဟုယူဆပါကသင့်လျော်လျောက်ပတ်သောနည်းလမ်းများဖြင့်လတ်တလောအသုံးပြုရန်မလိုသေးသောကုမ္ပဏီပိုင်ငွေများကိုအာမခံပစ္စည်းပါသည်ဖြစ်စေမပါသည်ဖြစ်စေရင်းနှီးမြှုပ်နှံထားရန် နှင့်စီမံခန့်ခွဲထားရန်၊ထို့အပြင်အချိန်ကာလအားလျော်စွာမြှုပ်နှံထားသောငွေကိုပြန်လည်ရယူရန်နှင့်ပြင်ဆင်ပြောင်းလွှဲရန်၊

(၁၅) ဤကုမ္ပဏီ၏ အကျိုးအတွက်ငွေကြေးစိုက်ထုတ်ကုန်ကျခံထားသော ဒါရိုက်တာ (သို့မဟုတ်)အခြားပုဂ္ဂိုလ်များကကုမ္ပဏီ၏ (လက်ရှိနှင့်နောင်တွင်ရှိမည့်)ပစ္စည်းများကိုဤကုမ္ပဏီ၏ အမည်ဖြင့်ဖြစ်စေ ဤကုမ္ပဏီ၏ကိုယ်စားဖြစ်စေပေါင်နှံခြင်းကိုသင့်လျော်သည်ဟုယူဆပါကဆောင်ရွက်ခွင့်ပြုရန်၊အဆိုပါပေါင်နှံခြင်းဆိုရာ၌ရောင်းချနိုင်သည့်အာဏာနှင့်အခြားသော သဘောတူညီထားသည့်တရားဝင်သဘောတူညီချက်များနှင့်ဥပဒေပြဋ္ဌာန်းချက် များပါ ပါဝင်သည်။

(၁၆) ဤကုမ္ပဏီကခန့်အပ်ထားသောမည်သည့်အရာရှိ (သို့မဟုတ်) ပုဂ္ဂိုလ်မဆိုအတိအကျဆောင်ရွက်ခဲ့သည့်လုပ်ငန်းသို့မဟုတ်ဆောင်ရွက်မှုတစ်ခုအတွက်ရရှိသောအမြတ်ငွေမှကော်မရှင်ပေးခြင်းသို့မဟုတ်ကုမ္ပဏီ၏အထွေ ထွေအမြတ်အစွန်းမှခွဲဝေပေးခြင်းများ ပြုလုပ်ရန်နှင့်အဆိုပါကော်မရှင်များ ၊ အမြတ်များခွဲဝေပေးခြင်းစသည်တို့ကို ဤကုမ္ပဏီ၏ လုပ်ငန်းကုန်ကျစရိတ်တစ်စိတ်တစ်ဒေသအဖြစ်သတ်မှတ်ရန်။

(၁၇) ဤကုမ္ပဏီ၏ လုပ်ငန်းများ အရာရှိများ ဝန်ထမ်းများနှင့် အစုရှင်များအတွက်ထုတ်ပြန်ထားသောစည်းမျဉ်းများစည်းကမ်းချက်များ၊ စည်းကမ်းဥပဒေများကို အခါအားလျော်စွာသတ်မှတ်ခြင်း၊ပြင်ဆင်ခြင်း၊ ဖြည့်စွက်ခြင်းများဆောင်ရွက်ရန်။

(၁၈) ဤကုမ္ပဏီ၏ လုပ်ငန်းအတွက်ဤကုမ္ပဏီ၏ အမည်ဖြင့်ဖြစ်စေဤကုမ္ပဏီ၏ ကိုယ်စားဖြစ်စေလိုအပ်သည်ဟုယူဆလျှင်ညှိနှိုင်းဆွေးနွေးခြင်းနှင့်ကန်ထရိုက်စာချုပ်ချုပ်ဆိုခြင်းများကိုပြုလုပ်ရန်၊ ဖျက်သိမ်းရန် နှင့်ပြင်ဆင်ရန်အပြင်အဆိုပါဆောင်ရွက်ချက်စာချုပ်များနှင့်ကိစ္စရပ်များကိုလည်းကောင်း၊ ၎င်းတို့နှင့် စပ်လျဉ်းသောကိစ္စရပ်များကိုလည်းကောင်း လုပ်ကိုင်ဆောင်ရွက်ရန်၊

(၁၉) ဒါရိုက်တာများကသင့်လျော်လျောက်ပတ်သည်ဟု ယူဆပါကကုမ္ပဏီ၏ စီးပွားရေးလုပ်ငန်းတွင်အကျိုးရှိစေရန်အတွက် မည်သည့်ပြည်တွင်း ပြည်ပပုဂ္ဂိုလ်၊ စီးပွားရေးအဖွဲ့အစည်း ကုမ္ပဏီ သို့မဟုတ်ဘဏ် သို့မဟုတ်ငွေကြေးအဖွဲ့အစည်းထံမှမဆိုငွေချေးယူရန်။

အထွေထွေအစည်းအဝေးကြီးများ

၁၃။ ကုမ္ပဏီကိုဥပဒေအရဖွဲ့စည်းတည်ထောင်ပြီးသည့်နေ့မှတစ်ဆယ့်ရှစ်လအတွင်းအထွေထွေသင်းလုံးကျွတ်အစည်းအဝေးကြီးကို ကျင်းပရမည်။ ထို့နောက်ဒါရိုက်တာအဖွဲ့ကသတ်မှတ်ပေးသည့်အချိန်နှင့်နေရာများတွင် ပြက္ခဒိန်နှစ်တစ်နှစ်လျှင်အနည်းဆုံးတစ်ကြိမ်(နောက်ဆုံးကျင်းပသည့်အထွေအထွေအစည်း အဝေးကြီး နှင့် တစ်ဆယ့်ငါးလထက်မပိုသည့်အချိန်၌) ကျင်းပရမည်။ သင်းလုံးကျွတ် အစည်းအဝေးစတင်၍ လုပ်ငန်းအတွက်ဆွေးနွေးချိန်တွင် အစည်းအဝေးအထမြောက်ရန် သတ်မှတ်သည့် အစုရှင်အရေအတွက် တက်ရောက်သော မည်သည့်သင်းလုံးကျွတ်အစည်းအဝေးတွင်မဆို လုပ်ငန်းနှင့်ပတ်သတ်၍ ဆုံးဖြတ်ဆောင်ရွက်ခြင်းမပြုရ။ ဤတွင်အခြားနည်း သတ်မှတ်ပြဌာန်းခြင်း မရှိလျှင် ထုတ်ဝေထားသည့် မတည်ရင်းနှီးငွေအစုရှယ်ယာများ၏ ငါးဆယ်ရာခိုင်နှုန်းထက်နည်းပိုင်ဆိုင်ကြသည့် (နှစ်ဦးထက်မနည်းသော) အစုရှင်များကိုယ်တိုင်တက်ရောက်လျှင်လုပ်ငန်းကိစ္စအားလုံး ဆောက်ရွက်ရန်အတွက် အစည်းအဝေးအထမြောက်သည့်ဦးရေဖြစ်သည်။အကယ်၍ကုမ္ပဏီတွင်အစုရှင်အရေအတွက်နှစ်ဦးတည်းသာရှိသည့်ကိစ္စတွင်မူ ထိုနှစ်ဦးတည်းသည်ပင်လျှင် အစည်းအဝေး အထမြောက်ရန်သတ်မှတ်သည့်အရေအတွက်ဖြစ်စေရမည်။

အမြတ်ဝေစုများ

၁၄။ သင်းလုံးကျွတ် အစည်းအဝေးတွင် ဤကုမ္ပဏီ၏ အစုရှင်များအား ခွဲဝေပေးမည့်အမြတ်ဝေစုကိုကြေငြာရမည်။ သို့ရာတွင် အမြတ်ဝေစုသည် ဒါရိုက်တာအဖွဲ့ကထောက်ခံသောငွေပမာဏထက်မကျော်လွန်စေရ။သက်ဆိုင်ရာနှစ်၏ အမြတ်ပမာဏသို့မဟုတ် အခြားမခွဲဝေရသေးသည့်အမြတ်ပမာဏမှအပ အမြတ်ဝေစု ကိုခွဲဝေမပေးရ။

ရုံးဝန်ထမ်းများ

၁၅။ ကုမ္ပဏီသည်လုပ်ငန်းရုံးတစ်ခုကိုဖွင့်လှစ်၍ဆောင်ရွက်မည်ဖြစ်ပြီး အရည်အချင်းပြည့်မှီသူပုဂ္ဂိုလ်တစ်ဦးအားအထွေထွေမန်နေဂျာအဖြစ်ခန့်အပ်ရန်နှင့်အခြားအရည်အချင်း ပြည့်မှီသူများ အားရုံးဝန်ထမ်းအဖြစ်ခန့်အပ်မည်ဖြစ်သည်။ လစာ ၊ ခရီးသွားလာစရိတ်နှင့်အခြားအသုံးစရိတ်များ ကဲ့သို့သောဥာဏ်ပူဇော်ခများ နှင့် အခကြေးငွေများကို ဒါရိုက်တာအဖွဲ့ကသတ်မှတ်မည်ဖြစ်ပြီး ၎င်း သတ်မှတ်ချက်များကိုသင်းလုံး ကျွတ် အစည်းအဝေးကအတည်ပြုရမည်။ အထွေထွေမန်နေဂျာသည်လုပ်ငန်းရုံး၏ ထိရောက်စွာလုပ်ငန်းလည်ပတ်မှုအားလုံးအတွက် တာဝန်ရှိစေရမည်ဖြစ်ပြီး မန်နေဂျင်း ဒါရိုက်တာအားတာဝန်ခံ၍ဆောင်ရွက်ရမည်။

ငွေစာရင်းများ

၁၆။ ဒါရိုက်တာများသည်သင့်လျော်သည့်ငွေစာရင်း စာအုပ်များကိုအောက်ဖော်ပြပါသတ်မှတ်ချက်များ နှင့် အညီထားသိုထိန်းသိမ်း ဆောင်ရွက်ရမည်။

(၁) ကုမ္ပဏီ၏ရငွေသုံးငွေများ၏ပမာဏနှင့် ၎င်းရငွေသုံးငွေများပေါ်ခြင်းနှင့်စပ်လျဉ်းသည့်အကြောင်းကိစ္စများ။

(၂) ကုမ္ပဏီ၏ ကုန်ပစ္စည်းများ ရောင်းချခြင်းနှင့် ဝယ်ယူခြင်းများ။

(၃) ဤကုမ္ပဏီ၏ ရရန်ပိုင်ခွင့်နှင့် ပေးရန်တာဝန်များ။

၁၇။ ငွေစာရင်းစာအုပ်အားလုံးကိုဤကုမ္ပဏီ၏ မှတ်ပုံတင်ထားသောလုပ်ငန်းရုံးများသို့မဟုတ် ဒါရိုက်တာအဖွဲ့ကသင့်လျော်သည်ဟု ထင်မြင်ယူဆသောအခြားနေရာများတွင်သိမ်းဆည်းထားရမည်ဖြစ်ပြီး၊ ရုံးချိန်အတွင်း၌ဒါရိုက်တာများကစစ်ဆေးနိုင်ရန်ပြသထားရမည်။

စာရင်းစစ်

၁၈။ စာရင်းစစ်များကိုခန့်အပ်ထားရမည်။ ၎င်းစာရင်းစစ်များ၏ တာဝန်သည် မြန်မာနိုင်ငံကုမ္ပဏီများအက်ဥပဒေသို့မဟုတ်အခါအားလျော်စွာပြင်ဆင်သတ်မှတ်သည့်စည်းမျဉ်း စည်းကမ်းများနှင့်လိုက်လျောညီထွေဖြစ်ရမည်။

နို့တစ်စာ

၁၉။ 	ဤကုမ္ပဏီသည်မည်သည့်အစုရှင်ထံသို့မဆိုနို့တစ်စာကိုလက်ရောက်ပေးအပ်ခြင်း သို့မဟုတ်နို့တစ်ပါသောစာကိုစာတိုက်ခကြိုတင်ပေးထား၍ ၎င်းအစုရှင်ထံမှတ်ပုံတင်လိပ်စာအတိုင်း စာတိုက်မှတဆင့်လိပ်မူပေးပို့ခြင်းအားဖြင့်ပေးပို့နိုင်သည်။

တံဆိပ်

၂၀။ 	ဒါရိုက်တာအဖွဲ့သည်တံဆိပ်ကိုလုံခြုံစွာထိန်းသိမ်းရန်အတွက်စီမံဆောင်ရွက်ရမည်။ ထိုတံဆိပ်ကို ဒါရိုက်တာအဖွဲ့ကကြိုတင်ပေးအပ်ထားသည့်ခွင့်ပြုချက်ဖြင့်မှတစ်ပါး ထို့အပြင်အနည်းဆုံး ဒါရိုက်တာတစ်ဦးရှေ့မှောက်တွင်မှတစ်ပါး မည်သည့်အခါမျှမသုံးရ။တံဆိပ်ရိုက်နှိပ်ထားသည့်စာချွက်စာတမ်းတိုင်းတွင်ထိုဒါရိုက်တာကလက်မှတ်ရေးထိုးရမည်။

လျော်ကြေး

၂၁။ 	မြန်မာနိုင်ငံကုမ္ပဏီများအက်ဥပဒေပုဒ်မ ၈၆ (ဂ) တွင်ဖော်ပြပါရှိသည့်ပြဋ္ဌာန်းချက်များ ၊ လက်ရှိတရားဝင်တည်ဆဲ ဥပဒေပြဋ္ဌာန်းချက်များနှင့်မဆန့်ကျင်စေဘဲကုမ္ပဏီ၏ ဒါရိုက်တာ ၊ စာရင်းစစ် ၊ အတွင်းရေးမှူး သို့မဟုတ်အခြားအရာရှိတစ်ဦးဦးမှာမိမိ၏တာဝန် ဝတ္တရားများကို ဆောင်ရွက်ရာ၌ဖြစ်စေ၊ထိုတာဝန်ဝတ္တရားများနှင့် စပ်လျဉ်း၍ဖြစ်စေကျခံခဲ့ရသည့်စရိတ်များ ၊ တောင်းခံငွေများ ၊ ဆုံးရှုံးငွေများ ၊ ကုန်ကျငွေများနှင့် ကြွေးမြီတာဝန်များအတွက် ကုမ္ပဏီထံမှလျော်ကြေးရထိုက်ခွင့်ရှိစေရမည်။

ဖျက်သိမ်းခြင်း

၂၂။ 	ကုမ္ပဏီ၏ အထွေထွေအစည်းအဝေးဆုံးဖြတ်ချက်ဖြင့် ကုမ္ပဏီအားဖျက်သိမ်းနိုင်သည်။ယင်းသို့ဖျက်သိမ်းရာတွင်မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေများနှင့် ယင်းဥပဒေများအား အခါအားလျော်စွာပြင်ဆင်ပြောင်းလဲထားသည့်တရားဥပဒေများတွင် ပါဝင်သည့် စည်းမျဉ်းများအတိုင်းလိုက်နာပြုလုပ်ရမည်။

အောက်တွင်အမည် ၊နိုင်ငံသား၊နေရပ် နှင့် အကြောင်းအရာစုံလင်စွာပါသော ဇယားတွင်လက်မှတ်ရေးထိုးသူ ကျွန်ုပ်တို့ကိုယ်စီကိုယ်ငှာနသည် ဤသင်းဖွဲ့စည်းမျဉ်းအရ ကုမ္ပဏီတစ်ခုဖွဲ့စည်းရန်လိုလားသည့်အလျောက်ကျွန်ုပ်တို့၏ အမည်အသီးသီး နှင့် ယှဉ်တွဲ၍ပြထားသောအစုရှယ်ယာများကို ကုမ္ပဏီမတည်ရင်းနှီးငွေတွင် ထည့်ဝင်ရယူကြရန် သဘောတူ ကြပါသည်။

စဉ်	အစုထည့်ဝင်သူများ၏အမည်၊ နေရပ်လိပ်စာနှင့်အလုပ်အကိုင်	နိုင်ငံသားနှင့် အမျိုးသား မှတ်ပုံတင်အမှတ်	ဝယ်ယူသော အစုရှယ်ယာ ဦးရေ	ထိုးမြဲလက်မှတ်
၁။	**Nippon Concrete Industries Co., Ltd.** NC Shibaura Building, 4-6-14, Minato-ku, Tokyo, Japan Represented by **Katsuhiko Amiya** President	Japanese 0104-01- 022551	12,000	
၂။	**MaGaManufacturing Co., Ltd** Lot No. 104, Wat Ma SoutWinhtauk Street, HlaingTharyar Industrial Zone (4), HlaingTharyar Township Yangon, Myanmar **Yin Yin San** Managing Director I.C No. 12/Sakhana (Naing)005668	Myanmar No.445/2004- 2005	8,000	

ရန်ကုန်။ နေ့စွဲ၊ ၂၀၁၅ ခုနှစ်၊ လ၊ ( ) ရက်။

အထက်ပါလက်မှတ်ရှင်များသည်ကျွန်ုပ်တို့၏ရှေ့ကမှောက်တွင်လက်မှတ်ရေးထိုးကြပါသည်။

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Memorandum of Association

OF

NC &MaGaCo., Ltd.

❖❖❖❖❖❖❖

I. The name of the Company is NC &MaGa Co., Ltd.

II. The registered office of the Company will be situated in the Union of Myanmar.

III. The objects for which the Company is established are as on the next page.

IV. The liability of the members is limited.

V. The authorized capital of the Company is US$10,000,000/- (US Dollar ten Million Only) divided into (100,000) shares of US$100/- (US Dollar One Hundred Only) each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf. The capital to be paid up shall be counted by a prevailing Dollar/ Kyat exchange rate of the Central Bank of Myanmar.

(2)

The Objectives For Which The Company is established are

The Company aims to become the leading manufacturer of precast concrete products in Myanmar, and thereby contribute to the sound and equitable social and economic development of Myanmar.

The business of the Company shall initially comprise of the following activities:

(a) Manufacture and sale (domestic and international) of the Products;

(b) establishment of the necessary facilities including the factory and procurement of machineries, components, raw materials and any other goods and equipment as required to achieve the preceding item (a);

(c) borrowing as necessary for the operation of the Company; and

(d) any other actions necessary for the operation of the Company.

PROVISO:- *Provided that the Company shall not exercise any of the above objects whether in the Union of Myanmar or elsewhere, save in so far as it may be entitled so as to do in accordance with the laws. Orders and Notifications in force from time to time and then only subject to such permission and or approval as may be prescribed by the laws. Orders and Notifications of the Union of Myanmar for the time being in force.*

We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and respectively agree to take the number of shares in the paid up capital of the time of establishment of the Company set opposite our respective names.

No	Name ,Address and Occupation of Subscribers	Nationality & N.R.C No	Number of Shares taken	Signature
1.	**Nippon Concrete Industries Co., Ltd.** NC Shibaura Building, 4-6-14, Minato-ku, Tokyo, Japan Represented by **Katsuhiko Amiya** President	Japanese 0104-01-022551	12,000	
2.	**MaGa Manufacturing Co., Ltd** Lot No. 104, Wat Ma SoutWinhtauk Street, HlaingTharyar Industrial Zone (4), HlaingTharyar Township Yangon, Myanmar **Yin Yin San** Managing Director I.C No. 12/Sakhana (Naing)005668	Myanmar No.445/2004-2005	8,000	

Yangon, Dated the day of, **2015.**

It is hereby certified that the persons mentioned above put their signatures in my presence.

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Articles of Association

OF

NC &MaGaCo., Ltd.

❖❖❖❖❖❖❖

1. The regulations contained in Table 'A' in the First Schedule to the Myanmar Companies Act shall apply to the Company save in so far as such regulations which are inconsistent with the following Articles. The compulsory regulations stipulated in Section 17 (2) of the Myanmar Companies Act shall always be deemed to apply to the Company.

PRIVATE COMPANY

2. The Company is to be a Private Company and accordingly following provisions shall have effect:-

   (a) The number of members of the Company, exclusive of persons who are in the employment of the Company, shall be limited to fifty.

   (b) Any invitation to the public to subscribe for any share or debenture or debenture stock of the Company is hereby prohibited.

CAPITAL AND SHARES

3. The Authorized Capital of the Company is US$10,000,000. (US Dollar Ten Million Only) divided into (100,000) shares of US$100. /- (US Dollar One Hundred Only)each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf. The capital to be paid up shall be counted by a prevailing Dollar/ Kyat exchange rate of the Central Bank of Myanmar.

4. Subject to the provisions of the Myanmar Companies Act the shares shall be under the control of the Board of Directors. who may allot or otherwise dispose of the same to such persons and on such terms and conditions as they may determine.

5. The certificate of title to share shall be issued under the Seal of the Company, and signed by the General Manager or some other persons nominated by the Board of Directors. If the share certificate is defaced. lost or destroyed. it may be renewed on payment of such fee. if any. and on such terms. if any. as to evidence and indemnity as the Board of Directors may think fit. The legal representative of a deceased member shall be recognized by the Board of Directors

6. The Directors may, from time to time make call upon the members in respect of any money unpaid on their shares. and each member shall be liable to pay the amount of every call so made upon him to the persons, and at the times and places appointed by the Directors. A call may be made payable by installments or may be revoked or postponed as Board of Directors may determine.

DIRECTORS

7. Unless otherwise determined by a General Meeting the number of Directors shall not be less than (2) and not more than (10).

The First Directors shall be:-

(1) Mr. Shinji Tsuchida

(2) Mr. Ken Kobayashi

(3) Mr. Masato Nakamura

(4) U Toe Hlaing

(5) U KyawKyawOo

8. The Directors may from time to time appoint one of their body to the office of the Managing Director for such terms and at such remuneration as they think fit and he shall have all the powers delegated to him by the Board of Directors from time to time.

PROCEEDINGS OF DIRECTORS

9. The Director may meet together for the dispatch of business. adjourn and otherwise regulate their meeting as they think fit and determine the quorum necessary or the transaction of business. Unless otherwise determined. three shall forma quorum. If when an matter is put to a vote and if there shall be an equality of votes. the Chairman shall have a second or casting vote.

10. Any Director who is included in the list of the Board of Directors may summon a meeting of Directors with a prior notice when it is necessary to be held. A notice covering an adequate period of time enabling the Directors to attend shall be given to each Director for every meeting of the Board, at the address notified from time to time by each Director to the Company.

11. A resolution in writing signed by all the Directors shall be as effective for all purposes as a resolution passed out at meeting of the Board of Directors, duly called, held and constituted.

POWERS AND DUTIES OFTHE BOARD OFDIRECTORS

12. Without prejudice to the general power conferred by Regulation 71 of table "A" of the Myanmar Companies Act , it is hereby expressly declared that the Board of Directors shall have the following powers, that is to say power:-

(1) To Purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorized to acquire at such price , and generally on such terms and conditions as they think fit also to sell, lease, abandon or otherwise deal with any property, rights or privileges to which the Company may be entitled , on such terms and conditions as they may think fit.

(2) To raise, borrow or secure the payment of such sum or sums in such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue of debentures or debentures stocks of the Company charged upon all or any part of property of the Company (both present and future) including its uncalled Capital for the time being.

(3) At their discretion, to pay for any rights acquired or services rendered to the Company, either wholly or partially in cash or in shares, bonds, debentures or other securities of the Company and any such shares may be issued either as fully paid up or with such amount credited a paid up thereon as may be agreed upon; and any such bonds, debentures or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged.

(4) To secure the fulfillment of any contract or engagement entered into by the Company by mortgage or charge upon all or any of the property of the Company and its uncalled capital for the time being or by granting calls on shares or in such manner as they may think fit.

(5) To appoint at their discretion, remove or suspend such Managers, Secretaries, Officers, Clerks, Agents and Servants for permanent, temporary or special services as they may from time to time think fit and to determine their duties and powers and fix their salaries or emoluments and to require security in such instances in such amount as they think fit and to depute any officers of the Company to do all or any of these on their behalf.

(6) To appoint a Director as Managing Director, General Manager, Secretary or Departmental Manager in conjunction with his Directorship of the Company.

(7) To accept from any member on such terms and conditions as shall be agreed on the surrender of his shares or any part thereof.

(8) To appoint any person or persons to accept and hold in trust for the Company any property belonging to the Company or in which it is interested or for any other purposes and to execute and do all such deeds and things as may be requisite in relation to any such trust.

(9) To institute conduct, defend or abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and allow time for payment or satisfaction of any debts due to or of any claim and demands by or against the Company.

(10) To refer claims and demands by or against the Company to arbitration and to observe and perform the awards.

(11) To make and give receipts, releases and other discharges for money payable to the Company and for the claims and demands of the Company.

(12) To act on behalf of the Company in all matters relating to bankruptcy and insolvency.

(13) To determine who shall be entitled to sign bills of exchange , cheques, promissory notes, receipts, endorsements, releases, contracts, contracts and documents for or on behalf of the Company.

(14) To invest, place on deposit and otherwise deal with any of the moneys of the Company not immediately required for the purpose thereof, upon securities or without securities and in such manners as the Directors may think fit , and from time to time vary or realize such investment.

(15) To execute in the name and on behalf of the Company in favor of any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company, such mortgages of the Company's property (present and future) as they think fit and any such mortgage may contain a power of sale and such other powers, covenants and provisions as shall be agreed on.

(16) To give any officer or other person employed by the Company a commission on the profit of any particular business or transaction or a share in the general profit of the Company and such commission or share of profit shall be treated as part of the working expenses of the Company.

(17) From time to time, to make, vary and repeal bye-laws for the regulation of the business of the Company, the officers and servants or the members of the Company of any section thereof.

(18) To enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matter aforesaid or otherwise for the purposes of the Company.

(19) To borrow money for the benefit of the Company's business from any person, firm or Company or bank or financial organization of local or abroad in the manner that the Directors shall think fit.

GENERAL MEETINGS

13. A general meeting shall be held within eighteen months from the date of its incorporation and thereafter at least once in every calendar year at such time (not being more than fifteen months after the holding of the last preceding general meeting) and places as may be fixed by the Board of Directors. No business shall be transacted at any general meeting unless a quorum of members is presented at the time when the meeting proceeds to business, save herein otherwise provided Member holding not less than 50 percent of the issued shares capital (not less than two members)personally present, shall from a quorum for all purposes. And if and when in the case of there are only two, number of member in the Company, those two members shall form a quorum.

DIVIDEND

14. The Company in general meeting may declare a dividend to be paid to the members, but no dividend shall exceed the amount recommended by the Board of Directors. No dividends shall be paid otherwise than out of the profits of the year or any other undistributed profits.

OFFICE STAFF

15. The Company shall maintain an office establishment and appoint a qualified person as General Manager and other qualified persons as office staffs . The remunerations and allowances such as salaries, traveling allowances and other expenditures incidental to the business shall be determined by the Board of Directors, and approved by the General Meeting. The General Manager shall be responsible for the efficient operation of the office in every respect and shall be held accountable at all times to the Managing Director.

ACCOUNTS

16. The Directors shall cause to be kept proper books of account with respect to: -
    (1) all sums of money received and expended by the Company and the matters in respect of which the receipts and expenditures take place;
    (2) all sales and purchases of goods by the Company;
    (3) all assets and liabilities of the Company.

17. The books of account shall be kept at the registered office of the Company or at such other place as the Board of Directors shall think fit and shall be opened to inspection by the Director during office hours.

AUDIT

18. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Myanmar Companies Act or any statutory modifications thereof for the time being in force.

NOTICE

19. A notice may be given by the Company to any member either personally or sending it by post in a prepaid letter addressed to his registered address.

THE SEAL

20. The Board of Directors shall provide for the safe custody of the Seal, and the Seal shall never be used except by the authority of the Board of Directors previously given, and in the presence of one Director at least, who shall sign every instrument to which the seal is affixed.

INDEMNITY

21. Subject to the provisions of Section 86 (C) of the Myanmar Companies Act and the existing laws, every Director, Auditor, Secretary or other officers of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of the duties or in relation there to.

WINDING-UP

22. Subject to the provisions contained in the Myanmar Companies Act and the statutory modification, thereupon, the Company may be wound up voluntarily by the resolution of General Meeting.

We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Articles of Association, and respectively agree to take the number of shares in the paid up capital at the time of establishment of the Company set opposite our respective names.

No	Name ,Address and Occupation of Subscribers	Nationality & N.R.C No	Number of Shares taken	Signature
1.	**Nippon Concrete Industries Co., Ltd.** NC Shibaura Building, 4-6-14, Minato-ku, Tokyo, Japan Represented by **Katsuhiko Amiya** President	Japanese 0104-01-022551	12,000	
2.	**MaGaManufacturing Co., Ltd** Lot No. 104, Wat Ma SoutWinhtauk Street, HlaingTharyar Industrial Zone (4), HlaingTharyar Township Yangon, Myanmar **Yin Yin San** Managing Director I.C No. 12/Sakhana (Naing)005668	Myanmar No.445/2004-2005	8,000	

Yangon. Dated the day of . **2015.**

It is hereby certified that the persons mentioned above put their signatures in my presence.